

Bismarck

City Administration

February 19, 2015

Board of City Commissioners
Bismarck, ND

Dear Commissioners:

The Board of City Commissioners is scheduled to meet in regular session on February 24, 2015, at 5:15 p.m. in the Tom Baker Meeting Room, City/County Office Building, 221 North 5th Street, Bismarck, North Dakota.

Invocation will be presented by a Chaplain from the Bismarck Police Department.

Future City Commission meetings are scheduled as follows:

March 10 & 24, 2015

April 14 & 28, 2015

May 12 & 26, 2015

MEETING OF THE BOARD OF CITY COMMISSIONERS

1. Consider approval of minutes of the meeting on February 10, 2015.
2. CONSENT AGENDA
 - A. Consider approval of expenditures.
 - B. Consider personnel actions. *(See attached information)*
 - C. Consider applications for tax abatement for Disabled Veteran Credit and Property Condition. *(See attached information)*:
 - D. Consider the request from Bismarck Event Center for approval of the new event center logo. *(See attached information)*
 - E. Consider the request for introduction of and call for a Public Hearing on the following: *(See attached information)*
 - Ordinance 6108 relating to Parking of Campers and Trailers Limited.
 - F. Consider the following requests from the Finance Department: *(See attached information)*
 - Approval of Subsidy Rate for Concrete Street Repairs.
 - Approval of Agreement with Dougherty & Co. LLC to serve as financial Advisor to the City.

G. Consider the following requests from the Engineering Department: *(See attached information)*

- Relating to Create Concrete District CC-2015 Including Parts A-1, B-1, B-2:
 - Request for Resolution Authorizing Advertisement for Bids.
 - Request for Resolution Approving Plans and Specifications.
- Relating to Sewer Improvement District 15-560 (local storm sewer in South Bay Fifth Addition):
 - Request for Resolution Creating District and Ordering Preparation of Preliminary Engineering Reports.
 - Request for Resolution Approving Preliminary Reports and Directing Preparation of Plans and Specifications.
 - Request for Resolution Approving Plans and Specifications.
 - Request for Authorization to Advertise and Receive Bids.
- Relating to Street Improvement District 14-487 (one unit of street improvements):
 - Request for Resolution of Necessity and Request for Authorization to Advertise and Receive Bids.
- Relating to Street Improvement District 15-489 (50 blocks of asphalt resurfacing):
 - Request for Resolution Creating District and Ordering Preparation of Preliminary Engineering Reports.
 - Request for Resolution Approving Preliminary Report and Directing the Preparation of Plans and Specifications.
- Relating to Street Improvement District 15-491 (50 blocks hard surfaced street, sewer, water main replacement):
 - Request for Resolution Creating District and Ordering Preparation of Preliminary Report.
 - Request for Resolution Approving Preliminary Report and Directing Preparation of Plans and Specifications.
- Relating to Street Improvement District 15-493 (new roadway lighting):
 - Request for Resolution Creating District and Ordering Preparation of Preliminary Report.
 - Request for Resolution Approving Preliminary Report and Directing Preparation of Plans and Specifications.
- Request Authorization to Advertise for Earthmoving Equipment Rental for 2015.
- Request Additional Sales Tax Funds for 2015 Street Rehabilitation Funding.
- Request Authorization to Combine Concrete Funding to the pool of funds for all Street Rehabilitation Projects.

H. Consider request from the Public Works Service Operations Department for approval of a Change Order #8 with APEX Engineering Group. *(See attached information)*

I. Consider request from the Public Works Utility Operations Department for approval of Change Order #3 with Central Mechanical Inc. for time extension on the West End Reservoir Expansion Project. *(See attached information)*

J. Consider the following requests from the Bismarck Airport: *(See attached information)*

- Sole source purchase and installation of a 5 ton rooftop air conditioning unit with heat for passenger boarding Bridge #1.
- Sole source purchase of replacement baggage valets at passenger boarding Gates 2 and 3.
- Change Order 2 to the July 23, 2014 agreement with Diversified Conveyors Inc. (DCI) for the checked baggage recapitalization screening device project.

REGULAR AGENDA

3. PUBLIC HEARING and second reading on Ordinance 6102 relating to panhandling. *(See attached information)*

4. PUBLIC HEARING and second reading on Ordinance 6103 relating to criminal trespass in schools. *(See attached information)*

5. Consider the following requests from the Community Development Department.: *(See attached information)*

- PUBLIC HEARING and second reading on the following. Planning & Zoning Commission recommends approval.
 - Ordinance 6104 relating to annexation of part of the E1/2 of Section 9, T139N-R80W/Hay Creek Township, requested by TPR, LLC, Belfield Access Terminal, LLC and Wapiti, LLP.
 - Ordinance 6105 relating to annexation of that portion of RDO Hay Creek Industrial Addition not previously annexed, requested by RDO Holdings Co. and Pete and Elaine Brendel.
 - Ordinance 6106 relating to zoning change from A-Agriculture and MA-Industrial zoning district on RDO Hay Creek Industrial Addition, requested by RDO Holdings Co., and Pete and Elaine Brendel.
 - Final plat for RDO Hay Creek Industrial Addition, requested by RDO Holdings Co. and Pete and Elaine Brendel.
 - Ordinance 6107 relating to zoning change from the MA-Industrial zoning district to the CG-Commercial zoning district on the South 40 feet of the Vacated East Thayer Avenue adjacent to Blocks 1 and 2, Eagles Addition, initiated by the City of Bismarck.
- Appeal of The Boutrous Group, LLP and Dakota Outdoor Advertising of the Planning and Zoning Commission's denial of a special use permit to allow a digital billboard to be located less than 300 feet from a residentially zoned property for Lot 1, Block 1 Boutrous 3rd Addition (2112 N 12th St).
- Request of Juniper, LLC for designation of the lease of space in the building at 124 N 4th St/315 E Broadway Ave as a Renaissance Zone project. The property is owned by Nodmor, LLC and is legally described as Lots 1-2, Block 50, Original Plat. The Renaissance Zone Authority recommends approval.
- Update on City of Bismarck footprint reduction initiatives.

6. Consider request from the Engineering Department to receive and consider disposition of bids for the Roadway Light Feed Point Relocation Project (SV 15-37). *(See attached information)*
7. Consider preliminary proposal from city staff for a new parade route and policy. After Commission input, neighborhood input will be sought. *(See attached information)*
8. Legislative Report. *(No attachment – will be provided to Board before meeting)*
9. Receive status update on North Washington Street reconstruction project. *(No attachment)*
10. Other Business. *(No attachment)*

Sincerely,



Keith J. Hunke
Assistant City Administrator

CONSENT AGENDA

PERSONNEL ACTIONS FOR THE MEETING ON FEBRUARY 24, 2015

Full-Time and Part-Time Appointments

Lunde, Jordan W/WW Maintenance Tech II	Public Works	Probationary appointment @ \$19.58/hr. 2/16/2015
Miller, Scott Forestry Laborer	Public Works	Re-hire, part time appointment @ \$12.00/hr. 2/17/2015
Naill, Brett Police Officer	Police	Probationary appointment @ \$20.99/hr. 3/2/2015
Mount, Kristopher Assistant Food & Beverage Manager	Event Center	Probationary appointment @ \$14.92/hr. 2/18/2015
Olsen, Robert Usher	Event Center	Part time appointment @ \$10.00/hr. 2/4/2015
Rogerson, Mike Business Office Manager	Public Health	Probationary appointment @ \$2,000/ppd. 2/23/2015
Rohrich, Mary Usher	Event Center	Part time appointment @ \$10.00/hr. 2/4/2015
Skachenko, Roger Equipment Mechanic I	Public Works	Probationary appointment @ \$19.03/hr. 2/16/2015
Weiser, Scott W/WW Maintenance Tech II	Public Works	Probationary appointment @ \$19.03/hr. 3/1/2015

Separations

Carden, Brianne Concessions	Event Center	Resigned. 2/9/2015
Hendrickson, Maggie Dispatcher I	Communications	Resigned. 2/20/2015
Killensworth, Braiden Maintenance Attendant I	Event Center	Resigned. 2/13/2015
Kist, Jesse Project Engineer	Engineering	Resigned. 1/30/2015

2/19/2015

Rambough, Willaim
Maintenance Attendant III

Event Center

Retired. 2/28/2015

Tintea, Alexandra
HR Assistant Benefits

Human Resources

Resigned. 2/28/2015

Wolf, Bernice
Office Assistant III

Municipal Court

Retired. 2/26/2015

Other

Bischke, Dana
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Bischke, Gene
Usher

Event Center

Salary adj – 2/1/2015
@ \$10.00/hr.

Bohn, Craig
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Bohn, JoDee
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Breitzman, Connie
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Breitzman, Dennis
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Frey, Curtis
W/WW Maintenance Tech II

Public Works

Transfer. Lateral move
from Water Distribution
to Storm Water. 2/15/2015

Hanson, Robert
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Heinze, Niel
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Huber, Paula
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Lamontagne, Whittlee
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Leftwich, Dave Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Leftwich, Jackie Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Lillestol, Benji Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Lindgren, Helen Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Long, Sherry Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Macdonald, Lisa Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Miller, Donna Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Miller, Tom Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Ostboe, Darlene Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Ostboe, Norman Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Sanda, Joanie Office Assistant II	Comm. Development	Leave w/out pay. 10.55 hrs. 2/13/2015
Schmitz, Joann Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Schwehr, Chuch Doorguard	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Schwehr, Margo Doorguard	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Theurer, Sondra Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.
Wanner, Lynnett Usher	Event Center	Salary adj. – 2/1/2015 @ \$10.00/hr.

Wanner, Tom
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Zeiszler, Ron
Usher

Event Center

Salary adj. – 2/1/2015
@ \$10.00/hr.

Abatelements for February 24, 2015 City Commission Meeting

- 2410 E Avenue C (065-002-020) – 2014 – Disabled Veteran Credit
- 2546 Sharps Lp (772-002-020) - 2014 – Property Condition

MEMORANDUM

TO: Keith Hunke, Assistant City Administrator

FROM: Debi Goodsell, Acting City Assessor *Dkg*

DATE: February 6, 2015

SUBJECT: Application for Abatement – Disabled Veteran
Property Owner – Tabitha Zimmerman
Property Address – 2410 E Avenue C (065-002-020)
For the year of 2014

Please schedule the attached application for abatement on the agenda for City Commission consideration.

The above applicant has met all the requirements set forth in the N.D.C.C. (20) to apply for the Disabled Veteran Credit. Therefore, the Assessing Division recommends approval of the application for abatement as presented.

If you should have any questions, please contact our office.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota

Assessment District 1

County of Burleigh

Property I.D. No. 065-002-020

Name Tabitha J. Zimmerman

Telephone No. _____

Address 2410 E Avenue C

Bismarck ND 58501-4848

Legal description of the property involved in this application:

Lot 6 less 10', Block 2, Replat of Lounsbury outlots 17-20 & 24.

Total true and full value of the property described above for the year 2014 is:

Land \$ 28000
Improvements \$ 106900
Total \$ 134900
(1)

Total true and full value of the property described above for the year 2014 should be:

Land \$ 28000
Adj. Improvements \$ 32100
Adj. Total \$ 60,100
(2)

The difference of \$ 74800 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☒ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption. Dis VET 70%
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- ☐ 10. Other (explain) _____

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ yes/no Estimated value: \$ _____
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that my disabled VETERAN credit be approved as presented.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant) _____

Date _____

Signature of Applicant [Signature]

Date 25-15

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____,

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____,

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant

Tabitha Zimmerman

County Auditor's File No.

15-077

Date Application Was Filed
With The County Auditor

2-5-15

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Kevin J. Glott
by gl



MEMORANDUM

TO: Keith Hunke, Assistant City Administrator

FROM: Debi Goodsell, Acting City Assessor *DG/-*

DATE: February 11, 2015

SUBJECT: Application for Abatement
Property Owner – J & A Properties LLP
Property Address – 2546 Sharps Lp (772-002-020)
Year – 2014

Please schedule the attached application for abatement on the agenda for City Commission consideration.

Upon inspection of the property by a staff appraiser it was determined that the property had considerable amount of foundation problems. Therefore, the Assessing Division recommends approval of the application for abatement as presented.

If you should have any questions, please contact our office.

Application For Abatement Or Refund Of Taxes

North Dakota Century Code § 57-23-04

File with the County Auditor on or before November 1 of the year following the year in which the tax becomes delinquent.

State of North Dakota
County of BURLEIGH
Name J & A PROPERTIES LLP
Address 5925 MISTY WATERS DR, BISMARCK, ND 58503

Assessment District CITY OF BISMARCK
Property I.D. No. 0772-002-020
Telephone No. _____

Legal description of the property involved in this application:

PINEHURST 8TH, LOT 5, BLOCK 2

Total true and full value of the property described above for the year 2014 is:

Land \$ 52,000
Improvements \$ 558,000
Total \$ 610,000
(1)

Total true and full value of the property described above for the year 2014 should be:

Land \$ 52,000
Improvements \$ 378,100
Total \$ 430,100
(2)

The difference of \$ 179,900.00 true and full value between (1) and (2) above is due to the following reason(s):

- ☐ 1. Agricultural property true and full value exceeds its agricultural value defined in N.D.C.C. § 57-02-27.2
- ☐ 2. Residential or commercial property's true and full value exceeds the market value
- ☐ 3. Error in property description, entering the description, or extending the tax
- ☐ 4. Nonexisting improvement assessed
- ☐ 5. Complainant or property is exempt from taxation. Attach a copy of Application for Property Tax Exemption.
- ☐ 6. Duplicate assessment
- ☐ 7. Property improvement was destroyed or damaged by fire, flood, tornado, or other natural disaster (see N.D.C.C. § 57-23-04(1)(g))
- ☐ 8. Error in noting payment of taxes, taxes erroneously paid
- ☐ 9. Property qualifies for Homestead Credit according to N.D.C.C. § 57-02-08.1. Attach a copy of Homestead Credit Application.
- ☒ 10. Other (explain) PROPERTY CONDITION

The following facts relate to the market value of the residential or commercial property described above. For agricultural property, go directly to question #5.

1. Purchase price of property: \$ _____ Date of purchase: _____
Terms: Cash _____ Contract _____ Trade _____ Other (explain) _____
Was there personal property involved in the purchase price? _____ Estimated value: \$ _____
yes/no
2. Has the property been offered for sale on the open market? _____ If yes, how long? _____
yes/no
Asking price: \$ _____ Terms of sale: _____
3. The property was independently appraised: _____ Purpose of appraisal: _____
yes/no
Market value estimate: \$ _____
Appraisal was made by whom? _____
4. The applicant's estimate of market value of the property involved in this application is \$ _____
5. The estimated agricultural productive value of this property is excessive because of the following condition(s): _____

Applicant asks that PROPERTY BE REDUCED DUE TO CONDITION OF HOME, BASEMENT FINISH HAS BEEN REMOVED PRIOR TO FEB 1ST, AND FOUNDATION HAS SETTLED.

By filing this application, I consent to an inspection of the above-described property by an authorized assessment official for the purpose of making an appraisal of the property. I understand the official will give me reasonable notification of the inspection. See N.D.C.C. § 57-23-05.1.

I declare under the penalties of N.D.C.C. § 12.1-11-02, which provides for a Class A misdemeanor for making a false statement in a governmental matter, that this application is, to the best of my knowledge and belief, a true and correct application.

Signature of Preparer (if other than applicant)

Date

Signature of Applicant

Date

Recommendation of the Governing Body of the City or Township

Recommendation of the governing board of _____

On _____, _____, the governing board of this municipality, after examination of this application and the facts, passed a resolution recommending to the Board of County Commissioners that the application be _____

Dated this _____ day of _____, _____

City Auditor or Township Clerk

Action by the Board of County Commissioners

Application was _____ by action of _____ County Board of Commissioners.
Approved/Rejected

Based upon an examination of the facts and the provisions of North Dakota Century Code § 57-23-04, we approve this application. The taxable valuation is reduced from \$ _____ to \$ _____ and the taxes are reduced accordingly. The taxes, if paid, will be refunded to the extent of \$ _____. The Board accepts \$ _____ in full settlement of taxes for the tax year _____.

We reject this application in whole or in part for the following reason(s). Written explanation of the rationale for the decision must be attached. _____

Dated _____

County Auditor

Chairperson

Certification of County Auditor

I certify that the Board of County Commissioners took the action stated above and the records of my office and the office of the County Treasurer show the following facts as to the assessment and the payment of taxes on the property described in this application.

Year	Taxable Value	Tax	Date Paid (if paid)	Payment Made Under Written Protest?
				yes/no

I further certify that the taxable valuation and the taxes ordered abated or refunded by the Board of County Commissioner are as follows:

Year	Reduction in Taxable Valuation	Reduction in Taxes

County Auditor

Date

**Application For Abatement
Or Refund Of Taxes**

Name of Applicant

J+A Properties LLP

County Auditor's File No.

15-090

Date Application Was Filed
With The County Auditor

2-11-15

Date County Auditor Mailed
Application to Township
Clerk or City Auditor

(must be within five business days of filing date)

Kevin J. Glatth
by sm



MEMORANDUM

TO: Keith Hunke – Assistant City Administrator

FROM:  Charlie Jeske – General Manager Civic Center

DATE: February 5, 2015

RE: new event center logo

Please place on the February 10, 2015 Commission agenda the request to approve the attached new logo for the Bismarck Event Center.

Staff has worked on logo design with various companies and after reviewing numerous designs has decided on the attached logo.

I will be present at the City Commission meeting to respond to questions that the Board may have regarding this matter. Please contact me if you have questions or require additional information prior to the meeting.



MABU

Bismarck Event Center
Logo Design 5.1
Concept designed by Agency MABU
Copyright © 2015



- The three stars represent the three entities that we manage: Arena, Exhibit Hall and Belle Mehus Auditorium.
- The building is to portray the featured window design of the new expansion and our new vision. We are moving forward with many growth opportunities and this shows progressive movement.
- The font was selected to be crisp and clear to make it easy to transition into many different uses such as promotional, publications and various media.
- “Bismarck” was chosen to stand out above “Event Center” so it is easily depicted where we represent.
- The color was chosen to correlate with our interior colors of the venue.

Bismarck Event Center – Logo Summary

In December 2014-January 2015, Agency MABU worked with the Bismarck Event Center to establish an updated logo. This logo was developed specifically for the Bismarck Event Center, reflecting its specific needs and requests.

PROCESS:

- Agency MABU developed three unique logo concepts, which were then collaboratively evaluated to narrow to one.
- The selected logo was then reviewed by multiple stakeholders, with both Bismarck Event Center staff and Bismarck City Commission members providing feedback, resulting in multiple edits and refinements. The end result of this process is the approved logo below.



As requested, the following is a brief summary of the logo elements.

COLOR:

- Blue tones were requested by Bismarck Event Center based on the facility's existing interior furnishings. Blue tones were also previously approved by the Bismarck City Commission in logo work done by a past vendor.

FONT:

- The fonts are sans serif, lending a clean, crisp, modern edge to the overall look.
- The weight and placement of "Bismarck" over "Event Center" is done in consideration of how staff utilizes the logo to promote the facility to bring in both events and guests/visitors, identifying the city location first and foremost.

IMAGERY:

- The use of the facility graphic with its unique window frame helps lend weight to the logo and establish it as a physical space. It also conveys a subtle nod to the Art Deco styling reflective of Bismarck's history while maintaining a fresh, modern tone.
- The stars serve three purposes:
 1. Stars are traditionally used to represent state capital cities.
 2. The stars reflect the three Bismarck Event Center facilities, including the Exhibit Hall and Belle Mehus Auditorium.
 3. The stars serve as an allusion to the previous Bismarck Civic Center logo, conveying a sense of movement and transition from old to new.

CITY OF BISMARCK

Ordinance No. 6108

First Reading _____
Second Reading _____
Final Passage and Adoption _____
Publication Date _____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 12-13-19.1 OF THE BISMARCK CODE OF ORDINANCES RELATING TO PARKING OF CAMPER AND TRAILERS LIMITED.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 12-13-19.1 relating to Parking of Campers and Trailers Limited is hereby created and enacted as follows:

12-13-19.1. Parking of Campers and Trailers Limited. It is unlawful for any person to park or leave standing any boat, bumper pull travel trailer, fifth wheel trailer, pull type camper, motor home, house car, bus, mini motor home, or trailer on the public right-of-way in any residentially zoned area from December 1 to March 31. Any person violating this section is subject to a fine of fifteen one hundred fifty dollars (\$150) per each day of violation. A boat, bumper pull travel trailer, fifth wheel trailer, pull type camper, motor home, house car, bus, mini motor home, or trailer parked or left standing in violation of this section for a consecutive period longer than forty-eight hours shall be considered abandoned for purposes of Section 12-13-23(k).

(Ord. 5029, 03-14-00; Ord. 5090, 01-09-01)

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.


Section 3. Effective Date. This ordinance shall take effect upon final passage.

Bismarck

Finance Department

MEMORANDUM

TO: Keith Hunke

FROM: Sheila Hillman 

DATE: February 18, 2015

SUBJECT: Approval of Subsidy Rate for Concrete Street Repairs

Please place this item on the consent agenda for the City Commission meeting on February 24, 2015.


The Commission authorized Sales Tax funding to subsidize the repair costs of concrete streets in the City starting in 2015. Since this is a new category for street repairs, a subsidy rate for the special assessments needs to be established.

Engineering provided estimated costs of maintaining concrete vs. asphalt streets and the comparison of costs were discussed with Finance and also reviewed with Keith Hunke and Jeff Heintz. The maintenance for concrete is less frequent but this is offset by a higher initial construction cost. In comparison, asphalt maintenance is more frequent but has less initial cost. The consensus of the group is to use the 25% subsidy rate used for annual resurfacing. This is a new category so in the future actual maintenance costs will be used to see if the rate requires adjustment.

The recommendation is to approve a 25% Sales Tax subsidy rate for the special assessment maintenance costs for concrete streets. Please let me know if you have any questions or need additional information.



MEMORANDUM

TO: Keith Hunke
FROM: Sheila Hillman 
DATE: February 17, 2015
SUBJECT: Agreement with Dougherty & Co. LLC

Please place this item on the consent agenda for the City Commission meeting on February 24, 2015.

Attached is an agreement with Dougherty & Co. LLC to serve as the financial advisor to the City for the refunding of the 2007 Series U special assessment bond scheduled for March 10. The compensation is \$18,000 for the \$6,510,000 bond.

Please let me know if you have any questions.

Enclosure

[Specific Issue]

Municipal Advisor Agreement

THIS AGREEMENT made and entered into by and between the City of Bismarck hereinafter referred to as "Issuer," and Dougherty & Company LLC, hereinafter referred to as "Municipal Advisor," consists of the following:

WHEREAS, Issuer is considering the issuance of 6,500,000 (the "Issue"); and

WHEREAS, Municipal Advisor is a specialist in assisting public entities in the issuance of such obligations;

NOW, THEREFORE, IT IS AGREED THAT MUNICIPAL ADVISOR WILL: Serve as Issuer's municipal advisor specifically for the referenced Issue. This agreement confirms the terms under which Municipal Advisor will act as a municipal advisor to Issuer (the "Issuer") with respect to the issuance of the above captioned obligations.

Scope of Services. Municipal Advisor may provide the following services:

1. Study existing and potential future financial commitments of Issuer, its economic resources and other pertinent social and economic data;
2. Assist in determining the amount of financing required;
3. Study available financing options for Issuer's projects;
4. Recommend the type or types of obligations to be utilized;
5. Recommend financing or refinancing programs designed to fit the resources and requirements of Issuer;
6. Coordinate financing activities with Issuer, its engineers, accountants, attorneys and other specialists engaged by Issuer;
7. Attend meetings and public hearings to properly explain the financing and assist in the preparation of public information materials, including news releases, relative to the financing;
8. Recommend nationally recognized bond counsel and consult with counsel of Issuer's choice relative to minutes, resolutions and proceedings necessary to authorize the obligations supporting the Issue;
9. Prepare tentative time tables outlining various actions required to successfully complete the financing including recommending a date or dates for an election, if required, to authorize obligations and/or other questions that require voter approval;
10. Assist with the preparation and distribution of a Request for Proposals for Financing and review and evaluate responses to the Request for Proposals for Financing and

assist with the selection of Lender or Underwriter(s).

11. Recommend a date or dates for the sale of the type or types of sale for the Issue and terms on which bids will be received;

12. Research and recommend various covenants, maturity schedules and other details to be included in the proceedings authorizing the obligations supporting the Issue;

13. If necessary, or desired by Issuer, accumulate and prepare financial and general information necessary to secure a rating (or ratings) from nationally recognized rating service(s). Forward the same to the appropriate agencies and communicate with key personnel to assure a timely rating assignment;

14. Assist in the preparation and distribution to interested bond underwriters (banks, bond dealers, investment bankers, etc.) the required Disclosure Document(s) containing appropriate and required information and material relating to Issuer and the Issue, and an Official Notice of Sale (if so required) for the sale of the Issue;

15. Advertise the sale of the Issue (if so required) in a manner that will result in more competitive bidding for the Issue;

16. Attend the sale of the Issue, compute bids and advise as to their acceptability in light of market conditions.

17. Assist in the closing process of the financial transactions and delivery of the proceeds;

18. Provide a record book and all necessary data for the use of Issuer and its Administrators throughout the maturity of the obligations; and

B. ISSUER WILL:

1. Cooperation. Cooperate with Municipal Advisor and the financing team in providing all information necessary to prepare the required Disclosure Document(s) and to prepare said Document(s) in such a way as to assure interested parties of their accuracy and completeness;

2. Disclosures. Provide Municipal Advisor with details of projects under consideration that may affect the issuance of Issuer's obligations;

3. Compensation. Upon closing, pay a fee to Municipal Advisor. The fee shall be paid from proceeds of the sale of the Issue or from funds on hand of the Issuer. The fee shall be \$ 18,000.

4. Contingent Payment of Fee. If, for reasons beyond Issuer's control, the Issue is not successfully sold, no municipal advisor fee will be charged provided that any out of pocket expenses incurred on Issuer's behalf shall be reimbursed to Municipal Advisor.

C. DISCLOSURES BY MUNICIPAL ADVISOR

1. Registered Municipal Advisor. Dougherty & Company is registered as a Municipal Advisor with the U.S. Securities and Exchange Commission (SEC) and Municipal Securities Rulemaking Board (MSRB). In accordance with MSRB Rules, please be informed that Municipal Advisor is acting as municipal advisor, not underwriter, for the Issue.

2. Conflicts Disclosures. As a registered Municipal Advisor, Dougherty & Company, is deemed to have a fiduciary duty to Issuer. Upon undertaking an engagement a municipal advisor must disclose potential or actual material conflicts of interest.

Select one of the following, then delete this item and the option not selected

Option 1: Municipal Advisor has not identified any potential or actual material conflicts that require disclosure.

Option 2.: Municipal Advisor has identified the following potential or actual material conflicts.]

3. Compensation Conflicts of Interest. A potential conflict of interest that may apply to this engagement with Issuer involves compensation. Municipal Advisor discloses that potential conflict as follows:

(i) Fixed Fees or "Lump Sum." This form of compensation represents a potential conflict of interest because if the transaction requires more work than originally contemplated, Municipal Advisor may suffer a loss. Thus, Municipal Advisor may recommend less time-consuming alternatives or fail to do a full analysis of alternatives.

(ii) Contingent Fee. This form of compensation presents a potential conflict of interest because Municipal Advisor may have an incentive to recommend unnecessary financings or financings that are disadvantageous to Issuer. When facts or circumstances arise that could cause the financing to be delayed or fail to close, Municipal Advisor may have an incentive to discourage a full consideration of such facts and circumstances.

D. TERM OF ENGAGEMENT. Upon closing and delivery at closing, Municipal Advisor's responsibilities will be concluded with respect to this financing and Municipal Advisor does not undertake (unless separately engaged) to provide continuing advice to Issuer or any other party.

E. BOND MARKET AND REGULATORY CHANGES. Bond market interest rates can be volatile, fast changing and subject to factors beyond the knowledge or control of Municipal Advisor. Similarly, laws and regulations applicable to the municipal finance business are often amended. Municipal Advisor shall endeavor to inform Issuer of all factors related to the issuance of obligations, as far as such factors are known and determinable. Municipal

Advisor shall not be liable however, for changes in interest rates, laws and regulations, or costs, which are beyond Municipal Advisor's knowledge or control.

F. AMENDMENTS. This Agreement may be amended, in writing, by mutual consent, and may be terminated by either party upon written notice.

IN WITNESS WHEREOF Issuer and Municipal Advisor have executed this Agreement. By signature of their representative below, each affirms that it has taken all necessary action to authorize said representative to execute this Agreement and has asked any questions or sought any clarification about disclosures, with no further questions about said disclosures.

Issuer

City of Bismarck (Issuer Name)

____ (Print Name of Authorized Signer)

____ (Signature)

Executed this ____ day of ____, 2014⁵

Municipal Advisor
Dougherty & Company LLC

MIKE MANSTROM (Print Name)

Mike Manstrom (Signature)

Executed this 11 day of 2, 2014⁵



Engineering Department

February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

A handwritten signature in blue ink, appearing to read "MJB", is written over the name "Mel J. Bullinger, P.E." in the "From:" field.

Re: **AGENDA ITEM (CC-2015)**
Create Concrete District CC-2015 Including Parts A-1, B-1, B-2
Request for Resolution Authorizing Advertisement for Bids
Request for Resolution Approving Plans and Specifications

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

CONSTRUCTION OF SIDEWALK, CURB AND GUTTER, AND DRIVEWAYS - 2015

This project will construct concrete citywide as petitioned by land developers or homeowners and as needed by any city department during the 2015 construction season. Bids will be separated into three contracts: Part A-1, New; Part B-1, Repairs - Hazardous Sidewalks; and Part B-2, Repairs - Miscellaneous. A bid can be submitted for any of these three parts.

Authorization to Advertise:

February 24, 2015

Receive Bids:

March 16, 2015

Award:

March 24, 2015

MJB/ps

cc: Linda J. Oster, P.E., Design & Construction Engineer
Cora Bauer, Special Assessment Coordinator
Linda Smestad, Engineering Technician III

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503



Engineering Department

February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

Re: AGENDA ITEM (SE 15-560)
Request for Resolution Creating District and Ordering Preparation of Preliminary Engineering Reports
Request for Resolution Approving Preliminary Reports and Directing Preparation of Plans and Specifications
Request for Resolution Approving Plans and Specifications
Request for Authorization to Advertise and Receive Bids

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

Sewer Improvement District No. 15-560 consists of local storm sewer in SouthBay Fifth Addition. The work will be funded through special assessments.

Unit No. 1

Britannic Lane - Voyager Place to Glenwood Drive
 Glenwood Drive - Britannic Lane to 190' East of Downing Street
 Downing Street - 920' South to 560' North of Glenwood Drive

Authorization to Advertise:
 Bid Opening:
 Award:

February 24, 2015
 April 6, 2015
 April 14, 2015

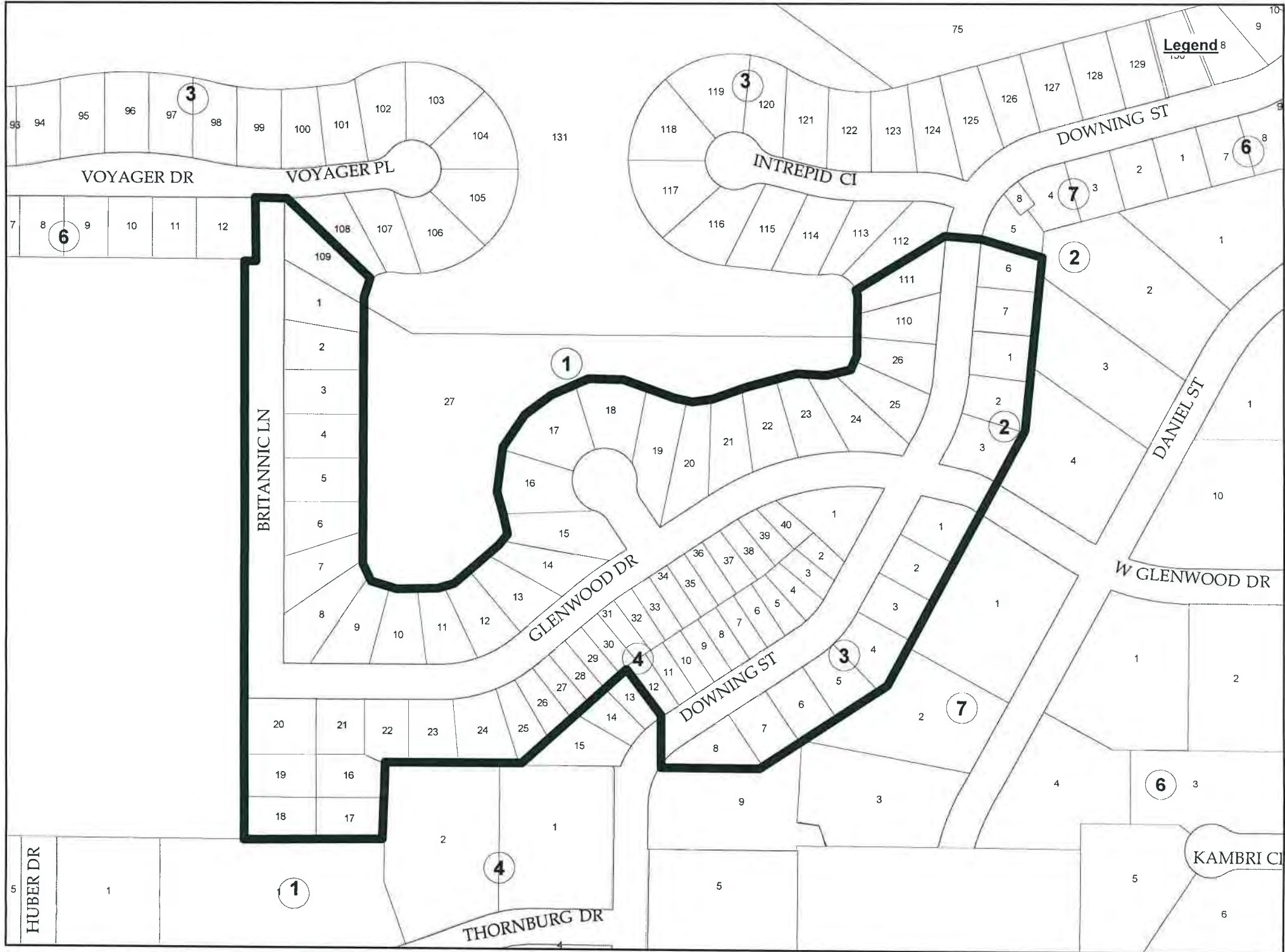
MJB/ps

cc: Jeff Heintz, Service Operations Director
 Keith Demke, P.E., Director of Utility Operations
 Cora Bauer, Special Assessment Coordinator
 Fiscal Services

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

SE560 - UNIT 1





February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E. 
City Engineer

Re: **AGENDA ITEM (SI 14-487)**
Request for Resolution of Necessity and Request for Authorization to Advertise and Receive Bids

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

Street Improvement District No. 14-487 consists of one (1) unit of street improvements consisting of new asphalt, curb and gutter, and related work (see attached map). The work will be funded through special assessments. Letters will be sent to parcel owners prior to the public hearing date scheduled for April 14, 2015.

Unit No. 1 - South Bay 5th
(Removed from SI14-487)

Unit No. 2
Yukon Drive - 57th Avenue to 400' south

Receipt and Opening of Bids:
Public Hearing and Award:

April 13, 2015

April 14, 2015

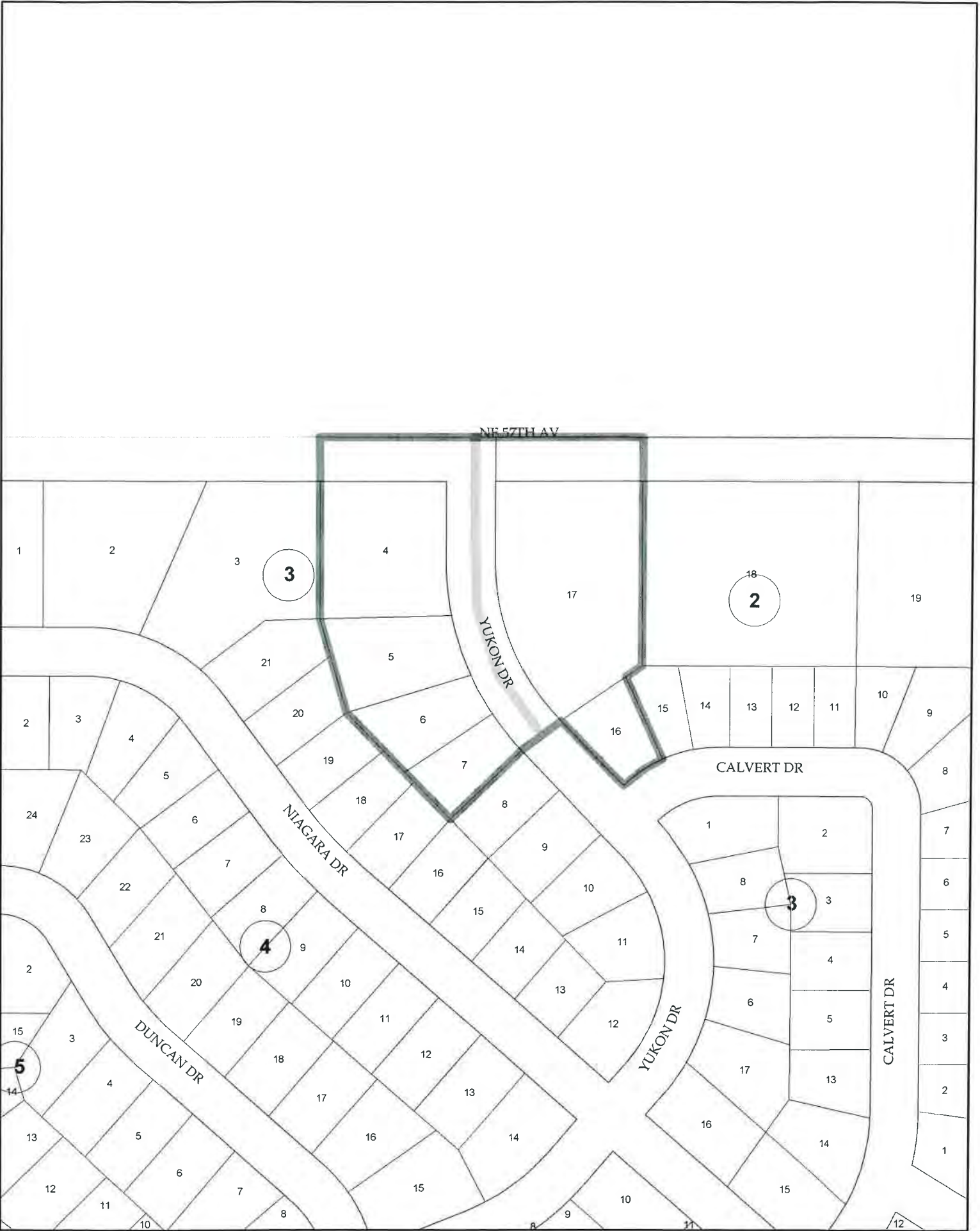
MJB/ps
Enc.

cc: Keith Demke, P.E., Director of Utility Operations
Jeff Heintz, Service Operations Director
Cora Bauer, Special Assessment Coordinator
Fiscal Services

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

SI487 - UNIT 2





Engineering Department

February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

Re: **AGENDA ITEM (SI 15-489)**
Request for Resolution Creating District and Ordering Preparation
of Preliminary Engineering Reports
Request for Resolution Approving Preliminary Reports and Directing the
Preparation of Plans and Specifications

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

Approximately 50 blocks in three units will have asphalt resurfacing (patch, level, mill, overlay, chip seal, curb repair). Our department will prepare boundary maps, advertisement of bids, and construction plans for bid opening on or about April 27, 2015, for the proposed resurfacing of these streets (see attached maps). Letters will be sent to parcel owners prior to the public hearing date scheduled for April 28, 2015.

Unit No. 1

Vancouver Lane - Ontario Lane (west) to Ontario Lane (east)
Ontario Lane - Century Avenue to Winnipeg Drive

Unit No. 2

Brandon Place - Montreal Street to cul-de-sac
4th Street - Century Avenue to Ridgecrest Drive
Dominion Street - Ridgecrest Drive to 10th Street
Ridgecrest Drive - 4th Street to Calgary Avenue
Calgary Avenue - 10th Street to 670' west
10th Street - Weiss Avenue to 215' north

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

Weiss Avenue - 10th Street to State Street
11th Street - Century Avenue to Weiss Avenue

Unit No. 3

Capitol Avenue - State Street to 19th Street
Interchange Avenue - State Street to Capitol Avenue
Capitol Way - Capitol Avenue (west) to Capitol Avenue (east)
Allison Drive - Capitol Avenue to 19th Street
16th Street - Capitol Avenue to Spaulding Avenue
Spaulding Avenue - 15th Street to 16th Street
Central Avenue - 13th Street to 15th Street
13th Street - Divide Avenue to Central Avenue
14th Street - Central Avenue to Capitol Avenue
15th Street - Spaulding Avenue to Central Avenue

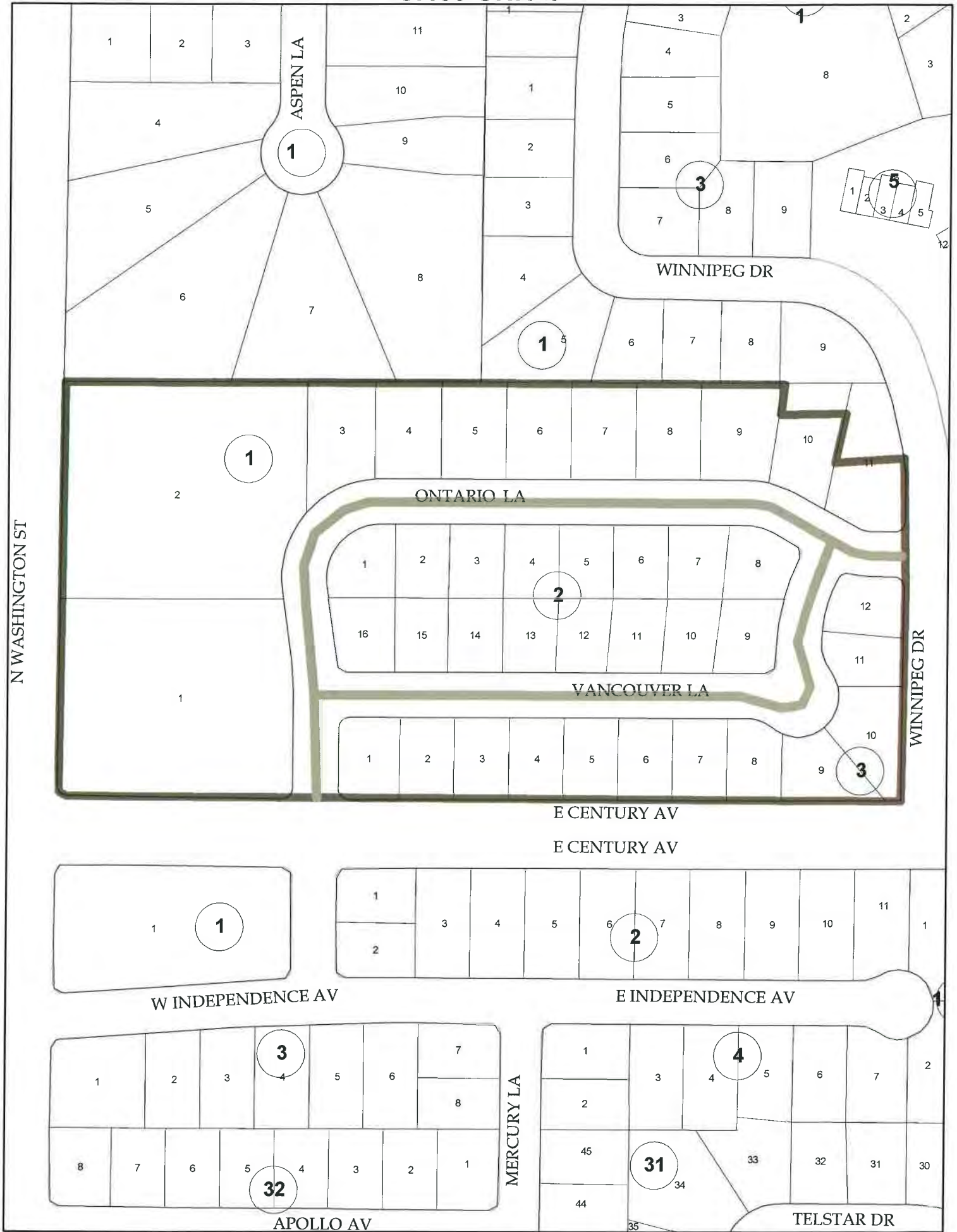
Resolution of Necessity and Authorization to Advertise:
Receipt and Opening of Bids:
Public Hearing and Award:

February 24, 2015
April 27, 2015
April 28, 2015

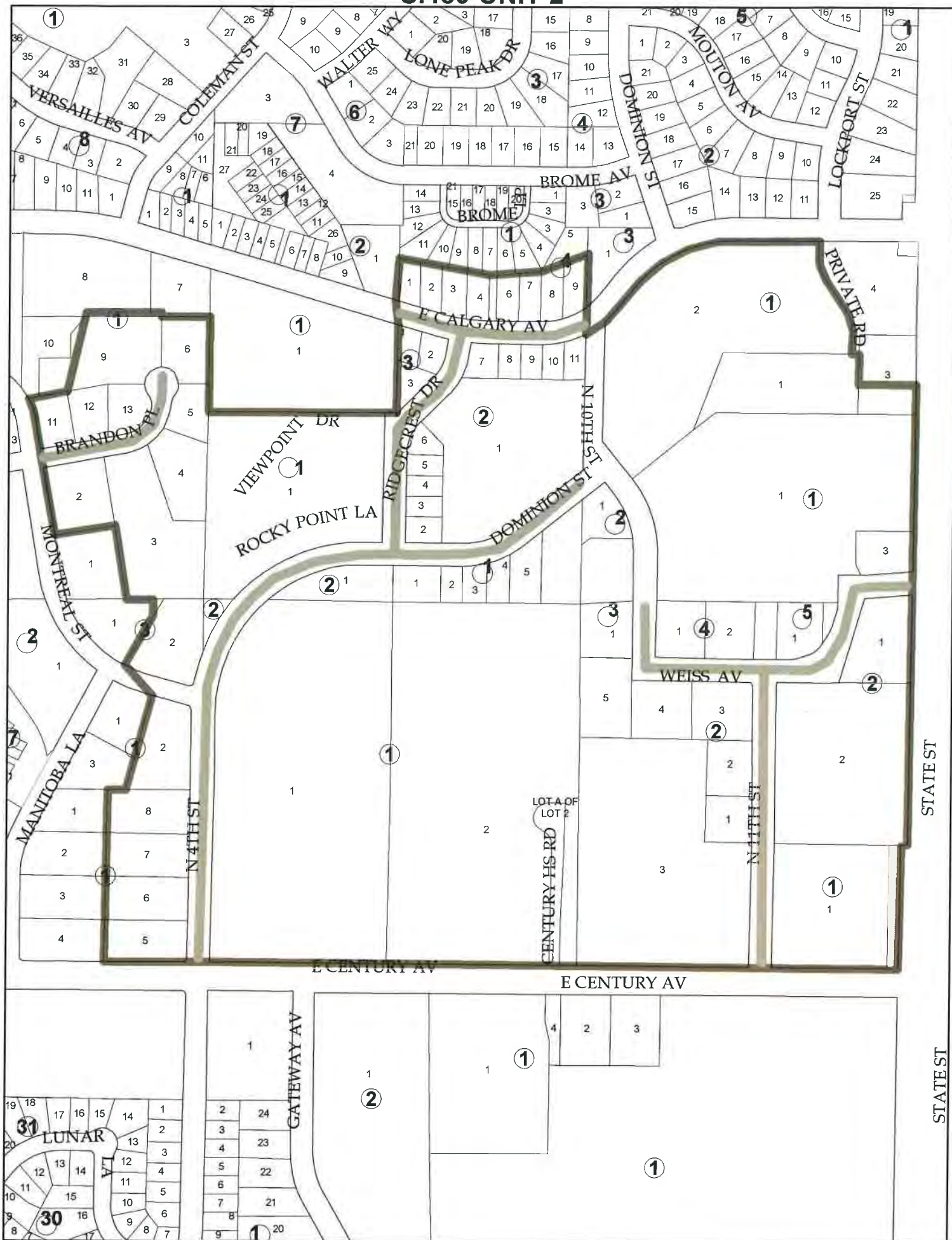
MJB/ps
Enc.

cc: Keith Demke, P.E., Director of Utility Operations
Jeff Heintz, Service Operations Director
Cora Bauer, Special Assessment Coordinator
Fiscal Services

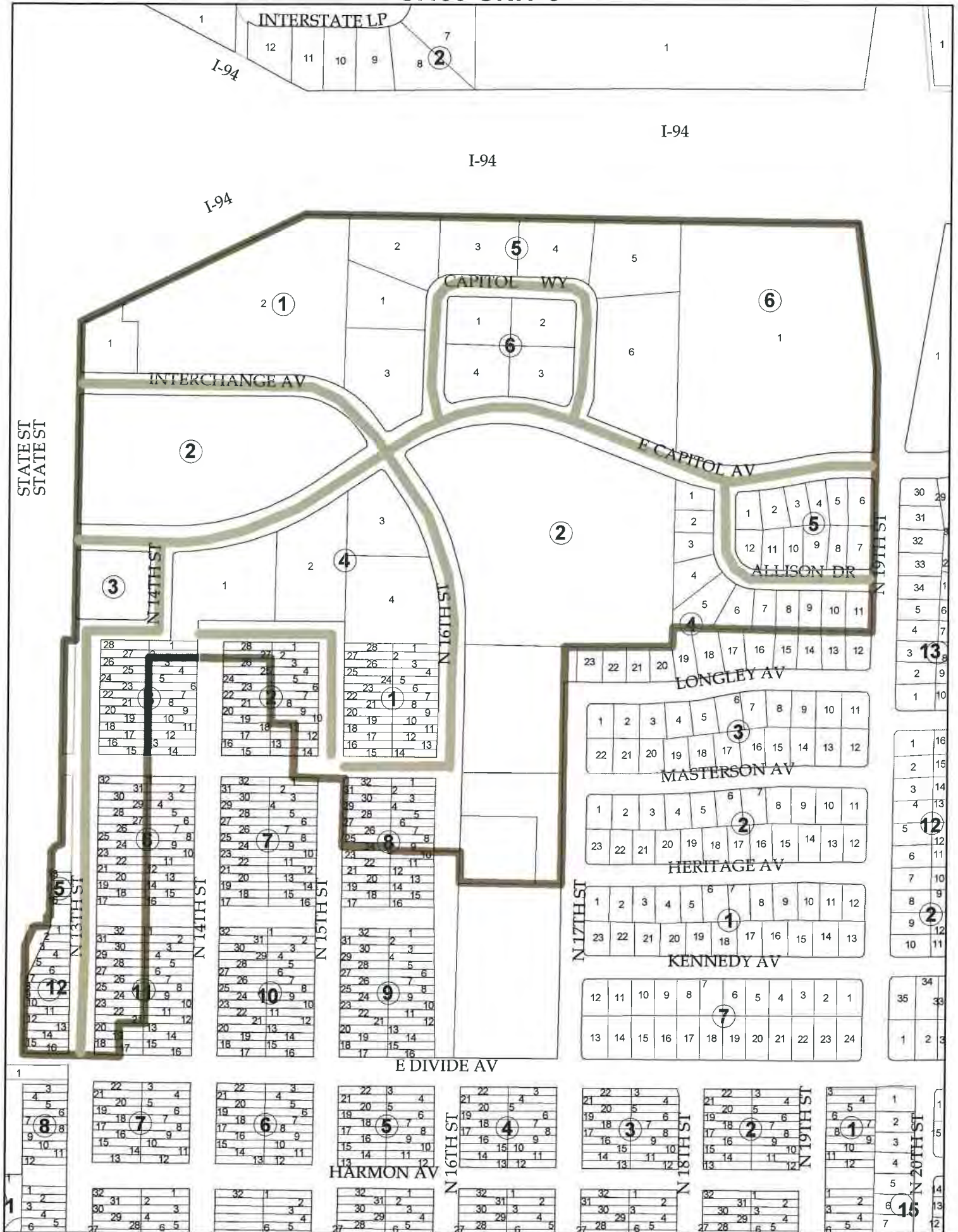
SI489 UNIT 1



SI489 UNIT 2



SI489 UNIT 3






February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E. 
City Engineer

Re: AGENDA ITEM (SI 15-491)
Request for Resolution Creating District and Ordering Preparation of the Preliminary Report
Request for Resolution Approving Preliminary Report and Directing Preparation of Plans and Specifications

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

Approximately 50 blocks in one unit of hard surfaced streets have been selected for street, sewer, and water main replacement. Our department will prepare a boundary map, advertisement of bids, and construction plans for bid opening on or about April 21, 2015, for the proposed replacements pursuant to your direction as Street Improvement District No.15-491 (see attached map). Letters will be sent to parcel owners prior to the public hearing date scheduled for April 28, 2015.

Unit No. 1

13th Street - Front Avenue to Boehm Drive
14th Street - Front Avenue to Bowen Avenue
14th Street - Ingals Avenue to Boehm Drive
15th Street - Front Avenue to Bowen Avenue
15th Street - Ingals Avenue to Michigan Avenue
16th Street - Front Avenue to Bowen Avenue
16th Street - Ingals Avenue to 17th Street
17th Street - Bowen Avenue to Michigan Avenue
17th Street - Michigan Avenue to Bismarck Expressway

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

18th Street - Bowen Avenue to Tatley Park Road
18th Street - Michigan Avenue to Bismarck Expressway
Front Avenue - 13th Street to 16th Street
Sweet Avenue - 13th Street to 16th Street
Ingals Avenue - 12th Street to 16th Street
Michigan Drive - Boehm Drive to Airport Road
Boehm Drive - 13th Street to 16th Street

Resolution of Necessity, Advertisement:

Bid Opening:

Public Hearing and Award:

February 24, 2015

April 21, 2015

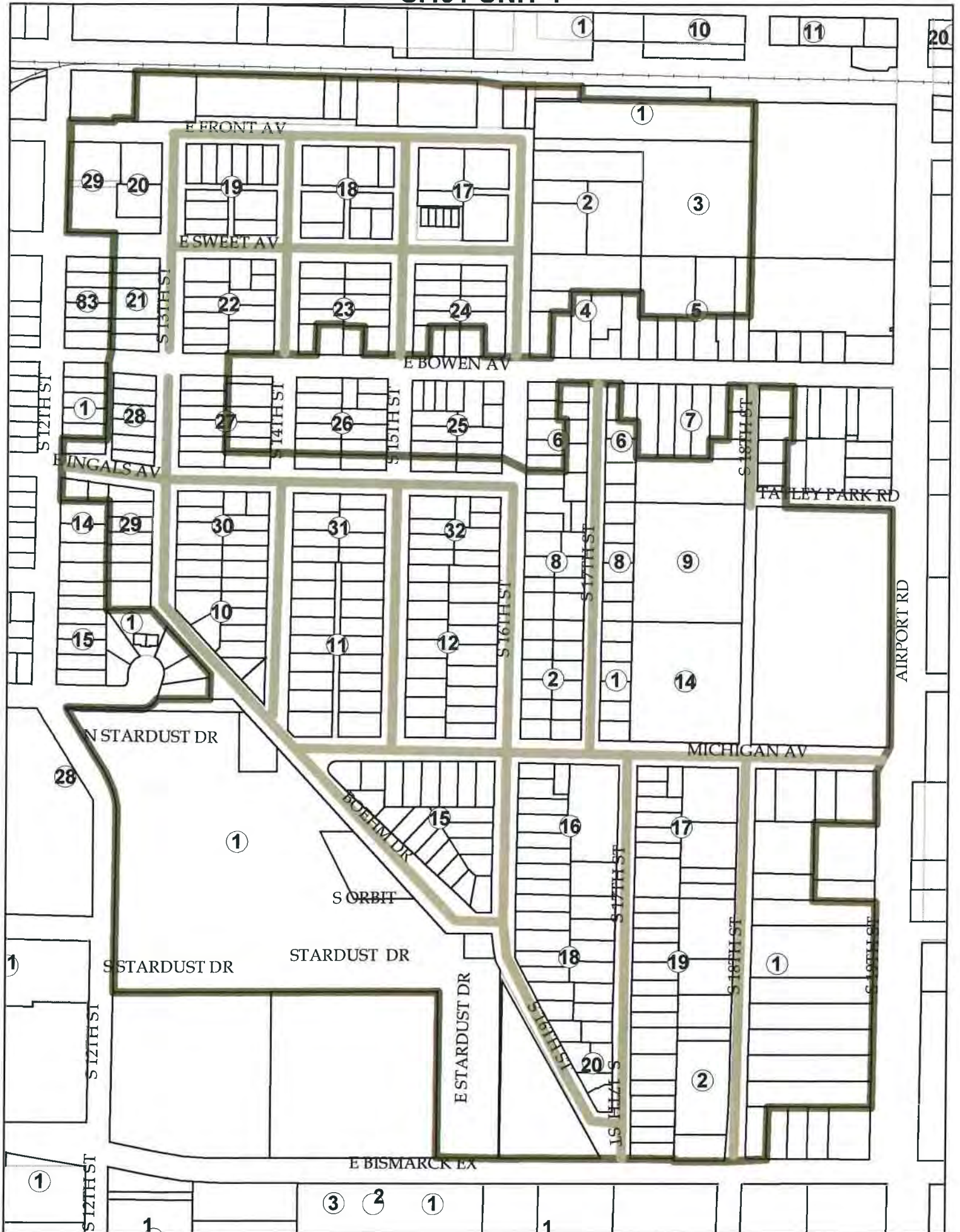
April 28, 2015

MJB/ps

Enc.

cc: Jeff Heintz, Service Operations Director
Keith Demke, P.E., Utility Operations Director
Cora Bauer, Special Assessment Coordinator
Fiscal Services

SI491 UNIT 1





Engineering Department

February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

Re: **AGENDA ITEM (SI 15-493)**
Request for Resolution Creating District and Ordering Preparation of the Preliminary Report
Request for Resolution Approving Preliminary Report and Directing Preparation of Plans
and Specifications

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

Three units of streets have been selected for new roadway lighting. Our department will prepare a boundary map, advertisement of bids, and construction plans for bid opening on or about April 21, 2015, for the proposed street lighting pursuant to your direction as Street Improvement District No. 15-493 (see attached maps). Letters will be sent to parcel owners prior to the public hearing date scheduled for April 28, 2015.

Unit 1

Calgary Avenue - 1,035' west of Calgary Circle to 1,240' west of Centennial Road
Calgary Circle - Calgary Avenue to cul-de-sac
Hamilton Street - Calgary Avenue to 1,270' south
Nebraska Drive - 160' south of Calgary Avenue to 43rd Avenue Northeast
Knudsen Loop - Nebraska Drive (north) to Nebraska Drive (south)
New Rockford Place - Knudsen Loop to cul-de-sac
Robinson Circle - Knudsen Loop to cul-de-sac
Knudsen Avenue - Nebraska Drive to Centennial Road
Minnesota Drive - 43rd Avenue Northeast to Knudsen Avenue
Alabama Street - Knudsen Avenue to 385' south

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

Jericho Road - 530' south of Greensboro Drive to French Street
Greensboro Drive - Jericho Road to Centennial Road
Liechty Place - Calgary Avenue to Jericho Road
French Street - Calgary Avenue to Greensboro Drive
Jordan Street - Greensboro Drive to 340' south
Joppa Street - Greensboro Drive to 275' south

Unit 2

Saratoga Avenue - Centennial Road to Greensboro Drive
Yorktown Drive - Century Avenue to 280' north of Saratoga Avenue
Greensboro Drive - Century Avenue to 160' north of Saratoga Avenue

Unit 3

Cumberland Loop - Trenton Drive to 1,060' northeast
Trenton Drive - 120' east of Cumberland Loop to 570' east

Resolution of Necessity, Advertisement:
Bid Opening:
Public Hearing and Award:

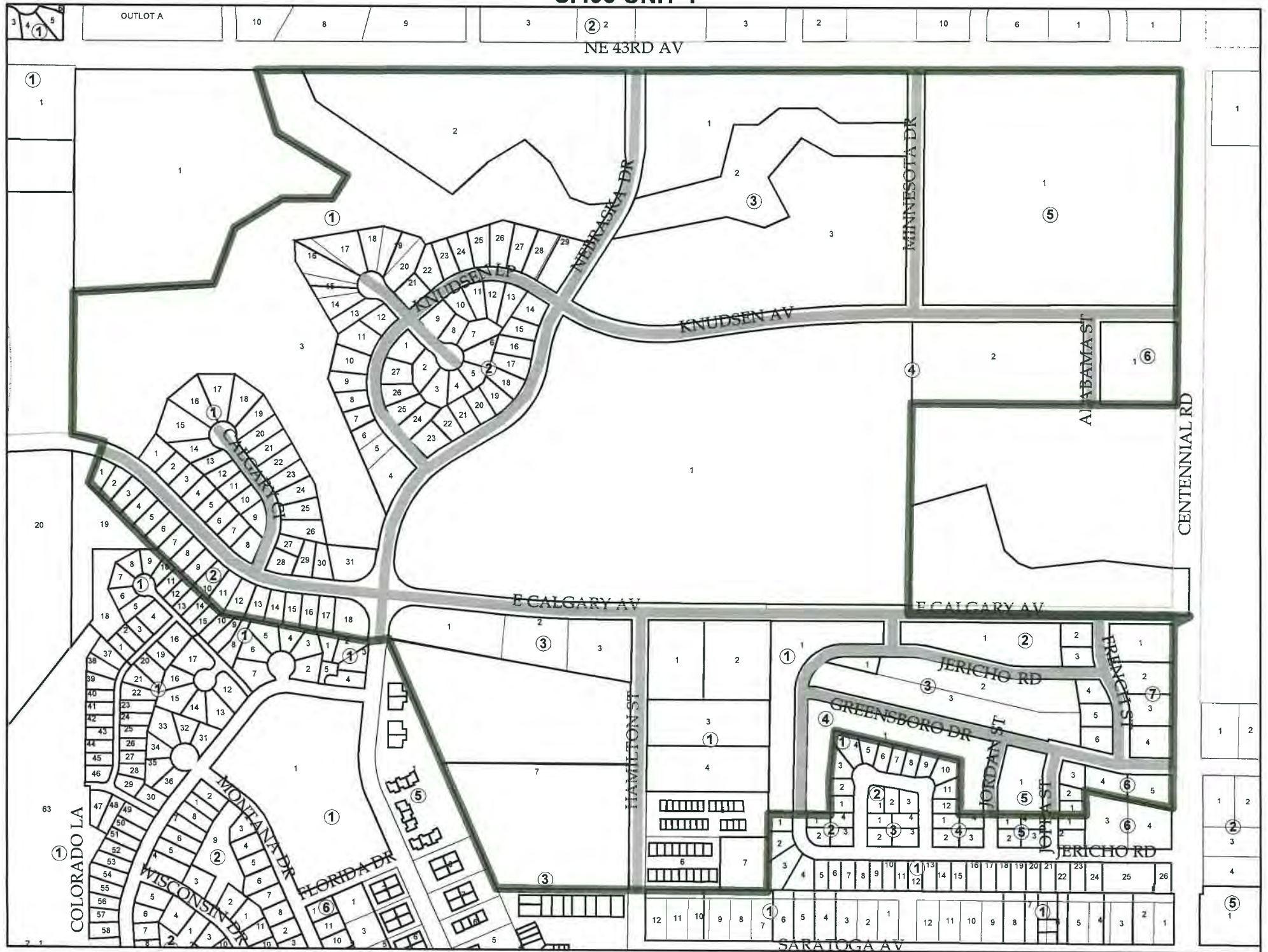
February 24, 2015
April 21, 2015
April 28, 2015

MJB/ps

Enc.

cc: Jeff Heintz, Service Operations Director
Keith Demke, P.E., Utility Operations Director
Cora Bauer, Special Assessment Coordinator
Fiscal Services

SI493 UNIT 1



SI493 UNIT 2



SI493 UNIT 3






Engineering Department

February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E. 
City Engineer

Re: **AGENDA ITEM**
Earthmoving Equipment Rental - 2015

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

EARTHMOVING EQUIPMENT RENTAL - 2015

Annual contract for Public Works' or department's rental of equipment used in miscellaneous grading of undeveloped streets sometimes after rough grading has been accomplished by the developer.

Authorization to Advertise:
Receipt and Opening of Bids:
Award:

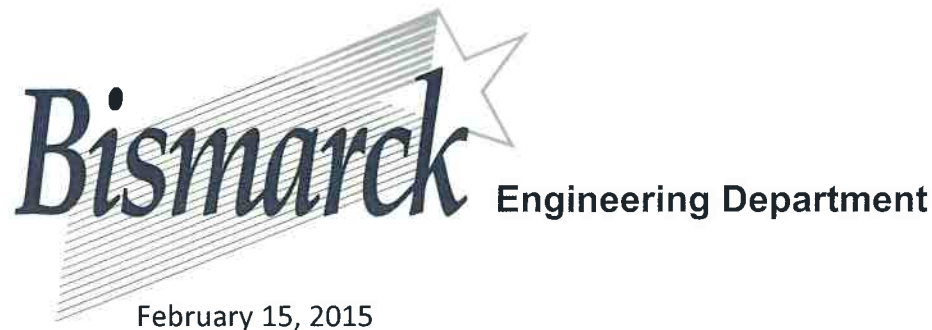
February 24, 2015
March 23, 2015
March 24, 2015

MJB/ds

cc: Keith Demke, P.E., Director of Utility Operations
Linda Oster, P.E. Design & Construction Engineer
Jeff Heintz, Service Operations Director
Cora Bauer, Special Assessment Coordinator
Linda Smestad, Engineering Technician III

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503



MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, PE
City Engineer

A handwritten signature in blue ink, appearing to read "MB", is written over the text "Mel J. Bullinger, PE".

Subject: AGENDA ITEM

- A. Request Additional Sales Tax Funds for 2015 Street Rehabilitation Funding**
- B. Request Authorization to Combine Concrete Funding to the pool of funds for all Street Rehabilitation Projects**

Please schedule this item for consideration by the Board of City Commissioners at their meeting to be held on Tuesday, February 24, 2015 @ 5:15 pm CST.

A. Request Additional Sales Tax Funds for 2015 Street Rehabilitation Project Funding

The approved 2015 budget contained sales tax funding for the various categories of street rehabilitation as follows:

Hard Surfaced Street Reconstruction	\$1,500,000
Street Reconstruction and Subbase Drainage System (groundwater)	\$1,500,000
Asphalt Street Resurfacing Program	\$1,645,000
Concrete Pavement Repairs and Maintenance	<u>\$1,812,000</u>
Total 2015 Sales Tax Funds Budgeted	\$6,457,000

Engineering Department staff conducted a number of meetings with the ad hoc street committee consisting of key representatives from Administration, Roads & Street, Utilities and Finance to develop the funding and projects for 2015. The Pavement Management System (PMS) was used to identify the priority projects for the committee consideration. The project

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

list was pared back but when coupled with the unfinished paving projects carried over from 2014, the total estimated cost for the projects exceeded the total combined funding. A sales tax funding shortfall will prohibit the timely rehabilitation of several streets which have been identified for 2015 by the city's PMS.

One option considered was to curtail and further delay several of the identified streets from rehabilitation activities in 2015 to tailor the proposed projects to match the available funding. Our reliance upon and growing confidence on the rehabilitation schedule, strategies, and outcomes resulting from the continued use of the computerized PMS suggest that such a cutback should not be the first choice. Remaining current and up to date with rehabilitation activities offers the city the best potential to minimize the need for greater street expenditures at a later date as a result of delayed maintenance or rehabilitation activities now. As the Board knows, the basic premise behind a PMS is that without timely rehabilitation the potential exists that continued roadway deterioration may eventually cause pavement damage to the point where more expensive complete reconstruction of the roadway is required rather than a less expensive rehabilitative effort.

Consequently it was recommended that a request be brought before the Board for additional sales tax funding in 2015 in an amount sufficient to allow the scheduled pavement rehabilitation activities to be bid on those streets recommended for improvement this year by the PMS. Beginning with the formulation of the 2016 budget, we expect to use PMS as the basis of the budgets request for street rehabilitation projects so we can avoid requesting additional Sales Tax Funds in the future.

The identified sales tax funding shortfall is approximately \$500,000 based on estimated project costs. Action requested of the Board would be the approval of this additional amount of sales tax funding to the 2015 budget earmarked for the four roadway categories.

B. Request Authorization to Combine Concrete Funding to the pool of funds for all street rehabilitation projects

The Commission has authorized combining the Sales Tax funds for hard surface, annual resurfacing and ground-water/reconstruction street repairs into one pool for funding. This allows the use of the funds for the priority projects without limitation to a street category. Funding for concrete streets maintenance and repairs is a new category in 2015. The committee would like the flexibility to add the funding for the concrete repairs to the pool to continue the overall flexibility for all of the annual street projects.

To provide continued flexibility in project design and selection of timely rehabilitation, it is respectively requested that the Board allow the funding for the repair of concrete streets to be

combined with the pooled funds for the sales tax monies approved for street rehabilitation, resurfacing, and groundwater repairs and maintenance.

MJB

Attachments:

Pc: Sheila Hillman, Director of Finance
Mark Berg, PE, Traffic Engineer
Linda Oster, PE, Design/Construction Engineer

PROFESSIONAL SERVICES CONTRACT CHANGE FORM

Change order #8

DEPARTMENT

Contract between the City of Bismarck and APEX Engineering Group_____

Purpose of Contract_Plan for flood protective measures after levees are removed_____

Contract Number: _2012-30_____ Project/Subproject Number: _FLOOD.12.ENGR

Original Contract Amount: \$49,790_____

Contract Change Amount: _\$0_____

Funding Source of Change Amount (If applicable)_____

Change in Contract Timeline: Date extended until May 31, 2015 to allow for final flood protection plan to be developed and final payment submitted now that construction of flood protection is completed._____

Change in Scope of Contract:_____

Department Head Signature: _____ Date: _2-10-2015

COMMISSION APPROVAL☐ Change in contract amount less than 10% of the original contract amount or not greater than \$15,000 placed on the City Commission consent agenda☐ Change in contract amount that exceeds 10% of the original contract amount or \$15,000 or greater, placed on City Commission regular agenda☒ Change to original scope of contract and/or contract period placed on City Commission consent agenda

City Commission Meeting Date: __February 24, 2015_____

TO ALL DEPARTMENTS: Please attach verification of Commission approval and send to Fiscal Services.

CONTRACT CHANGE ORDER FORM

DEPARTMENT

Contract between the City of Bismarck and Central Mechanical, Inc.

Contract Number: 2013-00000040 Change Order Number: 3

Project/Subproject: WESTENDRES DESIGN/CON Original Contract Amt: \$321,000.00

Project Description: Mechanical contract for West End Reservoir expansion

Previous Contract Amount: \$329,494.83

Change Order Amount: 0

Original Contract Date: 10/15/2014 Change in Contract Timeline: Extension to: 3/31/15

Within Project Scope: (Y) / N* Within Project Funding: (Y) / N**

*If not within project scope, attach description of change in scope for Board approval.

**If not within project funding, attach revised Project Budget for Board approval.

Type of Change Order Time extension due to delays by General contractor.

☒ Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues, and building inspector changes.

☐ Design-related Change Order: These change orders include unforeseen conditions that affect the appearance, layout, functionality, dimensions, and/or quality of the project.

☐ Emergency Field Condition Change Orders: These change orders include any condition that causes an emergency situation where safety or other immediate losses may occur.

☐ Other: (describe) _____

Project Manager Signature: (<\$15,000) [Signature] 2/18/15
Date

Department Head Signature: (<\$25,000) _____
Date

ADMINISTRATION

City Administrator Signature: (<\$50,000) _____
Date

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach minutes for Commission Approval

FISCAL

Comments: _____
Signature Date Completed

TO ALL DEPARTMENTS: Please attach a copy of the change order

Change Order

No. M-3

Date of Issuance: February 5, 2015

Effective Date: December 19, 2014

Project: <i>Bismarck West End Reservoir</i>	Owner: <i>City of Bismarck, N.D.</i>	Owner's Contract No.:
Contract: <i>Mechanical Construction</i>	Date of Contract:	<i>May 14, 2013</i>
Contractor: <i>Central Mechanical, Inc.</i>	Engineer's Project No.:	<i>P00501-2007-004 060</i>

The Contract Documents are modified as follows upon execution of this Change Order:

Description of Change: Provide labor, equipment, and materials for the following:

Item	Description	Cost Adjustment
1	<i>Time Extension: Portions of the project were delayed beyond the Contractor's control.</i>	
Total Net Change - CO M-3		\$0.00

Attachments: None

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days
\$ <u>\$321,000.00</u>	Substantial completion (days or date): <u>September 30, 2014</u>
	Ready for final payment (days or date): <u>October 15, 2014</u>
Increase from previously approved Change Orders	Increase from previously approved Change Orders
No. M-1 to No. M-2 :	No. M-1 to No. M-2 :
\$ <u>\$8,494.83</u>	Substantial completion (days): <u>66</u>
	Ready for final payment (days): <u>65</u>
Contract with Increase from previously approved Change Orders	Contract Times prior to this Change Order:
\$ <u>\$329,494.83</u>	Substantial completion (days or date): <u>December 5, 2014</u>
	Ready for final payment (days or date): <u>December 19, 2014</u>
(Increase) (Decrease) of this Change Order	Increase Time of this Change Order:
\$ <u>\$0.00</u>	Substantial completion (days or date): <u>46</u>
	Ready for final payment (days or date): <u>102</u>
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
\$ <u>\$329,494.83</u>	Substantial completion (days or date): <u>January 20, 2015</u>
	Ready for final payment (days or date): <u>March 31, 2015</u>


RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: <u>[Signature]</u> Engineer (Authorized Signature)	By: <u>[Signature]</u> Owner (Authorized Signature)	By: <u>[Signature]</u> Contractor (Authorized Signature)
Date: <u>2/5/15</u>	Date: _____	Date: <u>2-7-15</u>
Approved by Funding Agency (if applicable): _____		Date: _____



MEMORANDUM

DATE: February 17, 2015

TO: Mayor Mike Seminary
Commissioner Parrell Grossman
Commissioner Josh Askvig
Commissioner Nancy Guy
Commissioner Steve Marquardt

FROM: Greg Haug, Airport Manager 

RE: Consent Agenda Item for February 24, 2015 City Commission Meeting.

The Airport has placed three items on your consent agenda; consider a sole-source purchase and installation of a 5 ton rooftop air conditioning unit with heat for passenger boarding Bridge #1, second, consider a sole-source purchase of replacement baggage valets at Gates 2 & 3 and third, consider Change Order 2 to the July 23, 2014 agreement with Diversified Conveyors Inc., (DCI) for the replaced checked baggage recapitalization screening device.

The first consent agenda item is a request for sole-source purchase and installation of a 5 ton rooftop air conditioning unit with heat for passenger boarding Bridge #1 from JBT AeroTech. Boarding Bridge #1 was moved over from the old terminal and with periodic maintenance and upgrades has provided reliable service. Over the last two summers, Airport staff has been rehabilitating portions of boarding Bridge #1 without removing it from the building. The Board has previously approved sole source wiring modifications, upgrade/replacement of drive motors/tires, roller bearings and vertical drive ball screw replacements, a PLC cab, a Jet power unit and painting. Installation of the rooftop air conditioning unit with heat will complete the bridge rehabilitation.

The unit is designed for this application. JBT AeroTech is the manufacturer of boarding Bridge #1 and is the supplier of the unit on a proprietary basis. Our current request for the rooftop unit, installation and freight is for a total cost of \$39,314.00 (Enclosure 1).

Funding of the rehabilitation is accommodated in the approved airport spending plan and 100% of the costs will then be recovered as part of Passenger Facility Charge (PFC) #6. Approval will allow staff to complete upgrades that will extend the life of the bridge. Airport staff asks the Board to approve the sole-source purchase of parts and installation from JBT AeroTech for \$39,314.00.

The second consent agenda item is a request for sole-source purchase and installation of bag valet replacements for Gates 2 & 3 from JBT AeroTech (Enclosure 2). Most Regional Jets do not have

overhead bins large enough to handle all the “carry on” baggage. Bag valet systems are used to gate check bags for regional jets, transporting the bag from the gate podium area down to the apron to be stowed in the belly of the aircraft and vice versa for arriving regional jets. The existing bag valet systems were bid and purchased for Gates 2 & 3 in 2007. They are worn out and have maintenance problems that require replacement. Their reliability continues to degrade causing operational problems with our airline partner operations. Gates 1 & 4 have JBT AeroTech bag valets devices.

Staff desires to replace the existing valets so that all four gates have the same bag valet devices. Use of common devices simplifies operator training for airline and airport personnel. It simplifies the troubleshooting and maintenance for Airport staff. We have had continual problems with the existing valets at Gates 2 & 3. We have had virtually no maintenance problems with the JBT valets at Gates 1 & 4. The JBT unit has a better design that minimizes bag jams. It moves bags up and down faster and minimizes delays for passengers. The valets at Gates 2 & 3 commonly have jams requiring intervention by Airport staff. To our knowledge, the JBT valet devices at Bismarck Airport have not yet required maintenance staff to fix a bag jam.

The proposed cost for the sole-source purchase of two bag valets is \$94,173.00 (Enclosure 2). Funding of the rehabilitation is accommodated in the approved airport spending plan. Staff will make application for 100% of the costs to be recovered as part of a future Passenger Facility Charge (PFC) #7. Approval will allow airline bag valet operations at Gates 2 & 3 to continue without disruption. Airport staff asks the Board to approve the sole-source purchase of two bag valets from JBT AeroTech for \$94,173.00.

The third consent agenda item is to consider Change Order 2 to the July 23, 2014 agreement with Diversified Conveyors Inc., (DCI) for the checked baggage recapitalization screening device project (Enclosure 3). The installation of the baggage screening device was delayed. Approval to “go live” and continue system testing was delayed to February 3, 2015 as a result of deficiencies discovered in testing. Correction of the deficiencies could not be accomplished until proposed fixes were approved by the Transportation Security Administration (TSA). Change Order 2 adds 118 days for a new completion date of April 30, 2015 and adds \$21,298.15 for additional electrical wiring for a relocated backup power system, contract bond costs, 36 additional days of bag porter costs and an additional mobilization caused by the extended time. The costs for this work are included in an Other Transaction Agreement (OTA) already in place with the TSA for the project. Staff believes the costs are reasonable and recommends approval.

As always, I am available to answer any questions you may have at 701-355-1808.

Enclosure:

1. JBT Boarding Bridge Heating and Air Proposal
2. JBT Baggage Valet Replacement Proposal
3. DCI Change Order 2 to the July 23, 2014 agreement.



Jetway Systems®
1805 West 2550 South
Ogden, Utah 84401 U.S.A.
Phone: (801) 710-6081
Fax: (801) 629-3126
Email: rob.harrington@jbt.com

PROPRIETARY AND CONFIDENTIAL

RQ 9831-2

February 11, 2015

Troy Estes
City of Bismarck
Bismarck Airport
2301 University Dr, Bldg #18
Bismarck ND 58504

Re: BIS Gate 1 Serial Number OG35867/RH83751

Dear Mr. Estes:

JBT AeroTech – Jetway Systems® is pleased to provide the following proposal provide and install a 5 Ton Roof Top Unit (RTU) with Heat in the Bubble as well as provide and install a 1500cfm Ventilator in the Rotunda Roof for Gate 1 of Bismarck Airport. We understand that it is your intention to install this equipment on OG 35867 (an A3 58/110-125R). This proposal will be valid for 90 days. The following is part of the conditions of this proposal:

1. Jetway Terms and Conditions apply

The 5 ton RTU with Heat and 1500cfm fan that are being proposed will be similar to the units installed on Gate 4.

Thank you for your interest in JBT AeroTech/Jetway Systems®. We appreciate the opportunity to provide you with this proposal. If you should have any questions, please contact me via email or on my mobile.

Regards,
JBT AeroTech / Jetway Systems®

Rob Harrington

Rob Harrington
Interim Global Business Manager



Jetway Systems

DATE : February 11, 2015
 QUOTE NO. : RQ 9831-2
 PAGE NO. : 2

REFURBISHMENT SERVICES QUOTATION - RQ 9831-2
City of Bismarck – Gate 1 (35867) 5 Ton Roof Top Unit w/Heat & Ventilator
 Pricing is valid for 90 days

DESCRIPTION OF SERVICE		PRICE
SCOPE OF WORK: PBB Heater & Ventilator Installation		Unit Price Extended Prices
1. Provide and Install one 5 Ton AC Roof Top Unit w/heat • Roof top unit to be mounted in the bridge bubble area and will have a thermostat mounted in the cab. 2. Provide and Install one 1500cfm Rotunda Mounted Ventilator • This unit will include new mounts, damper, grill, and electrical wiring.		\$ 36,482.00 \$ 36,482.00
Freight and Handling		\$ 2,832.00
Tax Note: The BUYER is responsible for payments to the SELLER of any Sales/Use or other similar type taxes imposed on this sale. Based on the tax rate in effect on the date of this Proposed Order, state and local sales/use tax at 6.0 % must be added to Labor-Materials-Freight Seller will accept a valid exemption certificate from BUYER if applicable; however, if an exemption certificate previously accepted is not recognized by the government taxing authority involved, and SELLER is required to pay the tax covered by such exemption certificate, BUYER agrees to promptly reimburse SELLER for the taxes paid. Because of possible changes and variations in the completion of the Contract, the actual tax will be calculated pursuant to applicable state Law and assessed upon completion of this project, unless state law Requires the tax to be collected on a periodic basis		exempt \$ n/a
TOTAL for SCOPE OF WORK ITEMS 1 & 2		\$39,314.00

CONDITIONS OF SALE - DOMESTIC
ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS

The following terms and conditions shall apply to contracts entered into by JOHN BEAN TECHNOLOGIES CORPORATION (JBT CORPORATION), operating through the Jetway Systems business unit of its JBT AeroTech Division.

These conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing.

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice To Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.
2. **PAYMENT TERMS:** Unless otherwise indicated in the Quotations, Product(s) sold under this contract require an advance payment of 30% of the total contract value. The remaining 70% shall be invoiced per the Quotation payment schedule. If there is no payment schedule in the Quotation, then payment will be by monthly progress payments based on an approved schedule of values. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
 - a. Terms are net 30 days subject to credit approval.
 - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations equaling the period of non-performance and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. No changes in the price will be allowed unless mutually agreed to in writing by both parties. Prices are FOB Seller's facility unless noted otherwise on the Seller's proposal. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
4. **TAXES:** State sales and/or use taxes are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid.
5. **DELIVERY:** The shipment of all Products shall be scheduled as mutually agreed and in accordance with Article 3 above. Partial deliveries shall be permitted. Delivery times are approximate and are dependent upon timely receipt by Seller of all necessary equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the manufacturing work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly and Seller will notify Buyer of the next available delivery time for the Equipment which is compatible with Seller's factory production schedule.
6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its delivery and/or installation of any Product(s) purchased under this Contract, Seller shall be entitled to the following:

- a. A storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s).
- b. Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.
- c. Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
- d. Payment in full for the Product(s) completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer.

Items A, B & C may be waived for Product(s) stored less than one month or as mutually agreed upon between Buyer and Seller.

7. FORCE MAJUERE:

- a. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control; (ii) acts of god, act (including failure to act) of any governmental authority (*de jure* or *de facto*), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (iii) inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
- b. In the event of any delay or failure excused by this Article, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery date. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay. If delay excused by this Article extends for more than sixty (60) days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 day period, including adjustment of the price if applicable, then either party upon thirty (30) days written notice, may terminate this Contract with respect to the unexecuted portion of the work, whereupon Buyer shall pay Seller for all the work completed to the date of termination including profit for that work and Seller shall turn over all materials and Products completed at the termination date.

- 8. SHIPMENT & STORAGE :** If any part of the Product(s) cannot be shipped when ready due to any cause referred to in Articles 6 or 7, Seller may place such Products in storage at the place of manufacture or Buyer designated site. In such event; (i) Seller shall notify Buyer of the placement of any Product in storage; (ii) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer; (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoice; (iv) implementation of conditions of Article 6 above; and (v) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner for the removal and delivery of any Product(s) which has been placed in storage.

- 9. RISK OF LOSS & TITLE:** Full risk of loss shall pass to the Buyer upon delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.

- 10. INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.

- 11. PRODUCT ACCEPTANCE:** The Buyer shall inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected.

12. NEW PRODUCT WARRANTY

- a. Seller warrants that Products manufactured by Seller shall be free from defects in material, workmanship, and title and shall be of the kind and quality specified or designated by Seller in this Contract for a period of one year from the date of final acceptance or beneficial occupancy or 18 months from shipment of the product, whichever occurs first. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**
- b. Upon Buyer's submission of a claim as provided above and following its substantiation, seller shall provide a replacement part for the defective or faulty part.
- c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages. Any action by Buyer arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it shall be barred.
- d. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- e. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed and records maintained for Seller's review and inspection if requested.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.
- g. Should Buyer elect to have the installation of the Product(s) performed by someone other than Seller, the warranty shall not commence until the Product(s) has been inspected and approved for fitness of operation by the Seller. Costs for this inspection shall be borne by the Buyer.

- 13. REFURBISHED PRODUCT WARRANTY:** Seller warrants that any rehab work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. All other terms stated in Article 12 above shall apply.

14. PATENT INFRINGEMENT:

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use

or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.

- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

15. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES:

- a. Seller will indemnify, defend and hold harmless the Buyer from and against the loss, liability, claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the Seller or its agents, subcontractors or affiliates.
- b. Notwithstanding the foregoing, Seller will not be liable, in contract or tort, for any indirect, special, or consequential damages, including, but not limited to, lost profits, loss of use, environmental or pollution damage, regardless of cause.

- 16. TERMINATION:** In the event Buyer shall terminate the order for the Product(s) referenced herein for reasons other than a default by the Seller, Buyer agrees to pay Seller for any costs incurred and all work that Seller has performed up to the date of termination plus a reasonable rate of profit for the work performed. Except as specifically agreed in writing, termination shall not relieve either party of any obligation arising out of work performed prior to the date of termination.

- 17. STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Schedule A of this quotation.

- 18. LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.

- 19. MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.

- 20. VERIFICATION OF ROTUNDA HEIGHT:** Seller does not assume responsibility for verification of rotunda column heights (distance from the top of foundation to second level terminal floor), anchor bolt placements, or foundation design or installation. However, Seller will furnish anchor bolt templates for specific installations upon written request and at an extra cost to Buyer. Rotunda column heights must be given to Jetway in writing at least 45 calendar days prior to the estimated shipment date specified in this Agreement. In the event Rotunda column heights are delayed, Seller will be entitled to an extension of time for performance of its obligations equaling the period of delay and will be entitled to collect all costs associated with the delay.

- 21. TRAINING:** If purchased by the Buyer, Seller will provide operator and maintenance training at a time or times convenient to the Buyer at the time of installation, but no later than the operational date of the Equipment. Unless specified otherwise in the Contract, training sessions will utilize prepared text, slides, and other instructional aids as required in the English language. Buyer to provide language interpreters as required for training sessions.



Jetway Systems

DATE : February 11, 2015
QUOTE NO. : RQ 9831-2
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22. **DISPUTES AND GOVERNING LAW:** This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.
23. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Neither party will assign this contract or delegate its performance thereunder without the prior written consent of the other Party.
24. **CONFIDENTIALITY:** Buyer acknowledges that during the execution of this Agreement that Seller will provide confidential information to Buyer regarding the Equipment design. Buyer agrees that such information is and will remain the property of Seller and that Buyer will use the information only for the operation and maintenance of the Equipment and protect the confidential information from disclosure to other person, and entities. Buyer and Seller agree not to disclose the existence or terms of this Agreement to any third person or entity without first obtaining the written permission of the other party.
25. **LIMITATION OF LIABILITY:** Under no circumstances shall the total aggregate liability under any contract for all Sellers' exposures (e.g. warranty, indemnification, liquidated damages) exceed the value of the contract or US\$1,000,000 whichever is lesser.
26. **SOFTWARE:** Seller hereby grants to Buyer a non-exclusive, non-transferable and non sublicensable license to use the PLC control Software solely in conjunction with the operation of the Equipment provided under the contract and otherwise in accordance with any other applicable agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
27. **MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.
28. **ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

JOHN BEAN TECHNOLOGIES CORPORATION
through its business unit JBT AeroTech,
Jetway Systems®

Offered By: Curtis Corbridge

Title: Site Controller

Date: 2-11-2015

Accepted By: _____

Title: _____

Date: _____



Jetway Systems®
1805 West 2550 South
Ogden, Utah 84401. U.S.A
Phone: (801) 710-6081
Fax: (801) 629-3126
Email: rob.harrington@jbtc.com

PROPRIETARY AND CONFIDENTIAL

RQ 9811-2

February 6, 2015

Troy Estes
City of Bismarck
Bismarck Airport
2301 University Dr, Bldg #18
Bismarck ND 58504

Re: BIS Bag Valet Replacements for Gates 2 & 3

Dear Mr. Estes:

JBT AeroTech – Jetway Systems® is pleased to provide the following proposal to replace the Baggage Valets at Gate 2 and Gate 3 of Bismarck Airport. The following is part of the conditions of this proposal:

1. Jetway Terms and Conditions apply

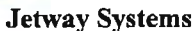
The Bag Buddy Systems that JBT AeroTech offers require a concrete pad that has a minimum thickness of 14 inches.

Thank you for your interest in JBT AeroTech/Jetway Systems®. We appreciate the opportunity to provide you with this proposal. If you should have any questions, please contact me via email or on my mobile.

Regards,
JBT AeroTech / Jetway Systems®

Rob Harrington

Rob Harrington
Regional Aftermarket Sales Manager



DATE : February 6, 2015
QUOTE NO. : RQ 9811-2
PAGE NO. : 2

REFURBISHMENT SERVICES QUOTATION - RQ 9811-0 2

Quotation is valid for 90 days

DESCRIPTION OF SERVICE	PRICE
SCOPE OF WORK: BASE BID	Unit Price Extended Prices
2014 Replacement of Bag Valet units at Gates 2 and 3. A. Remove existing bag valets B. Provide and install new Bag Buddy units at Gates 2 and 3. NOTE: Bag Buddy units require a minimum of a fourteen (14) inch thick concrete pad for support/anchoring purposes. The concrete pad should be approx. 6'-8" X 4'-6" X 14" thick. This pad size/requirement needs to be verified and compared against the existing conditions. If the existing pad is insufficient, then Additionally, this quotation assumes that there is adequate electrical service existing for the new Bag Buddy units and that we will be reusing the existing Bag Valet Electrical Service/Connections.	
Subtotal	\$94,173.00
Freight	included
Tax Note: The BUYER is responsible for payments to the SELLER of any Sales/Use or other similar type taxes imposed on this sale. Based on the tax rate in effect on the date of this Proposed Order, state and local sales/use tax at xxx % must be added to Labor-Materials-Freight	Exempt
Seller will accept a valid exemption certificate from BUYER if applicable; however, if an exemption certificate previously accepted is not recognized by the government taxing authority involved, and SELLER is required to pay the tax covered by such exemption certificate, BUYER agrees to promptly reimburse SELLER for the taxes paid.	
Because of possible changes and variations in the completion of the Contract, the actual tax will be calculated pursuant to applicable state Law and assessed upon completion of this project, unless state law Requires the tax to be collected on a periodic basis	
Total	\$94,173.00



Jetway Systems

DATE : February 6, 2015
QUOTE NO. : RQ 9811-2
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CONDITIONS OF SALE - DOMESTIC
ALL QUOTATIONS ARE MADE SUBJECT TO THE FOLLOWING TERMS

The following terms and conditions shall apply to contracts entered into by JOHN BEAN TECHNOLOGIES CORPORATION (JBT CORPORATION), operating through the Jetway Systems business unit of its JBT AeroTech Division.

These conditions of sale quoted herein shall remain in effect and supersede all other conditions of sale expressed or implied by Buyer, unless Buyer and Seller otherwise agree in writing. As used throughout this Contract, the term "Product" or "Products" is defined to include all equipment, materials, supplies, components, and any services, engineering, design, and data or other work supplied by Seller under this Contract. Any modifications to the terms herein shall be deemed rejected unless expressly approved by Seller in writing

1. **QUOTATION VALIDITY:** This Quotation expires and becomes void on the stated validity date, unless on, or prior thereto, Seller has received (i) Buyer's order evidenced by its return of this Quotation signed in the space provided for Buyer's acceptance, or (ii) Buyer's Notice To Proceed, (referencing this quotation) to commence design or fabrication of the project herein specified. All orders are subject to acceptance at Seller's offices in Ogden, Utah, and any sale to Buyer hereunder shall be governed solely by the terms and conditions contained herein which shall supersede any conflicting terms and conditions of Buyer, any statement in Buyer's terms notwithstanding.
2. **PAYMENT TERMS:** Unless otherwise indicated in the Quotations, Product(s) sold under this contract require an advance payment of 30% of the total contract value. The remaining 70% shall be invoiced per the Quotation payment schedule. If there is no payment schedule in the Quotation, then payment will be by monthly progress payments based on an approved schedule of values. Spare Part sales shall be 100% payable upon shipment of goods by Seller.
 - a. Terms are net 30 days subject to credit approval.
 - b. If Buyer fails to perform any condition of the terms of payment of this Contract, Seller may (1) withhold deliveries and suspend performance, (2) continue performance if Seller deems it reasonable to do so, or (3) place the Products in storage pursuant to the provisions of Article 8 and Buyer shall be liable for all applicable costs resulting therefrom. In addition, Seller shall be entitled to an extension of time for performance of its obligations equaling the period of non-performance and if Buyer fails to rectify the non-performance promptly upon notice thereof, Seller may cancel this Contract, and Buyer shall pay Seller its charges for cancellation upon submission of Seller's invoices therefor.
3. **PRICE:** This is a firm fixed price contract. No changes in the price will be allowed unless mutually agreed to in writing by both parties. Prices are FOB Seller's facility unless noted otherwise on the Seller's proposal. All freight prices are estimated amounts and will be invoiced at actual costs upon receipt of shipper's invoice.
4. **TAXES:** State sales and/or use taxes are not included. In areas where Seller is not authorized to collect such taxes, the remittance of any sales/use tax shall be the responsibility of the Buyer. Seller will accept a valid exemption certificate from the Buyer if applicable; however, if an exemption certificate previously accepted is not recognized by the governmental taxing authority involved, or the certificate doesn't cover all assessed taxes and the Seller is required to pay such taxes, Buyer agrees to promptly reimburse Seller for the taxes paid.
5. **DELIVERY:** The shipment of all Products shall be scheduled as mutually agreed and in accordance with Article 3 above. Partial deliveries shall be permitted. Delivery times are approximate and are dependent upon timely receipt by Seller of all necessary equipment definition (paint color, desired carpet, column heights, etc.) and information from the Buyer necessary to proceed with the manufacturing work. In the event Buyer does not timely provide the requested definition and information, the delivery time will be delayed accordingly and Seller will notify Buyer of the next available delivery time for the Equipment which is compatible with Seller's factory production schedule.
6. **DELAYS:** In the event Seller should be requested by, or caused by, Buyer to delay its delivery and/or installation of any Product(s) purchased under this Contract, Seller shall be entitled to the following:

- a. A storage fee will be assessed for all delayed Products pending final delivery and installation at Buyer's site(s).
- b. Any additional costs incurred by Seller in repairing and refurbishing the Product(s) to original condition following such storage period and preliminary to delivery to Buyer.
- c. Any extra handling costs incurred in extra or double handling of the Product(s) to accommodate Buyer caused or requested delays.
- d. Payment in full for the Product(s) completed in accordance with the Buyer's contract schedule but placed into storage to accommodate the Buyer.

Items A, B & C may be waived for Product(s) stored less than one month or as mutually agreed upon between Buyer and Seller.

7. FORCE MAJUERE:

- a. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to (i) causes beyond Seller's reasonable control; (ii) acts of god, act (including failure to act) of any governmental authority (*de jure* or *de facto*), wars (declared or undeclared), governmental priorities, port congestion, riots, revolutions, strikes, fires, floods, sabotage, nuclear incidents, earthquakes, storms, epidemics; or (iii) inability due to causes beyond Seller's reasonable control to timely obtain either necessary and proper materials, components, energy, fuel, transportation, or Buyer authorizations or instructions, definition or information required for Seller to complete the manufacture of the equipment.
- b. In the event of any delay or failure excused by this Article, Seller shall as soon as practical notify Buyer and shall at the same time, or at the earliest practical date after such notice, specify the revised delivery date. In the event of such delay, the time of delivery or of performance shall be extended for a period equal to the time lost by Seller by reason of the delay. If delay excused by this Article extends for more than sixty (60) days and the parties have not agreed upon a revised schedule for continuing the work at the end of the 60 day period, including adjustment of the price if applicable, then either party upon thirty (30) days written notice, may terminate this Contract with respect to the unexecuted portion of the work, whereupon Buyer shall pay Seller for all the work completed to the date of termination including profit for that work and Seller shall turn over all materials and Products completed at the termination date.

- 8. SHIPMENT & STORAGE :** If any part of the Product(s) cannot be shipped when ready due to any cause referred to in Articles 6 or 7, Seller may place such Products in storage at the place of manufacture or Buyer designated site. In such event; (i) Seller shall notify Buyer of the placement of any Product in storage; (ii) Seller's delivery obligations shall be deemed fulfilled and title and all risk of loss or damage shall thereupon pass to Buyer; (iii) any amounts otherwise payable to Seller upon delivery shall be payable upon presentation of Seller's invoice; (iv) implementation of conditions of Article 6 above; and (v) when conditions permit and upon payment of all amounts due hereunder, Seller shall assist and cooperate with Buyer in any reasonable manner for the removal and delivery of any Product(s) which has been placed in storage.

- 9. RISK OF LOSS & TITLE:** Full risk of loss shall pass to the Buyer upon delivery of products. However, Seller retains title, for security purposes only, to all products until paid for in full. Seller may at Seller's option repossess the same upon buyer's default in payment hereunder and charge Buyer with any deficiency.

- 10. INSTALLATION:** In the event Seller is responsible for installation of the Products, Buyer agrees to provide Seller and/or its subcontractors full and timely access to the installation site, available power for testing, and an uninterrupted installation schedule. In the event that Seller shall suffer any costs or expense due to delays at the site that are beyond Seller's control, Buyer shall be charged with Seller's increased costs so incurred.

- 11. PRODUCT ACCEPTANCE:** The Buyer shall inspect all Product(s) and associated work within ten (10) business days of notice from the Seller to the Buyer that the applicable work is substantially complete. Buyer shall identify in writing all punch list items during the inspection and Seller shall immediately correct such items. Buyer shall inspect and provide a final acceptance certificate within five (5) business days of notice from the Seller to the Buyer that all punch list items have been corrected.

12. NEW PRODUCT WARRANTY

- a. Seller warrants that Products manufactured by Seller shall be free from defects in material, workmanship, and title and shall be of the kind and quality specified or designated by Seller in this Contract for a period of one year from the date of final acceptance or beneficial occupancy or 18 months from shipment of the product, whichever occurs first. Defective and nonconforming items must be held for Seller's inspection and if requested returned to the Seller's manufacturing facility. **THERE ARE NO OTHER WARRANTIES, STATUTORY, AT LAW, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE FACE OF THIS AGREEMENT.**
- b. Upon Buyer's submission of a claim as provided above and following its substantiation, seller shall provide a replacement part for the defective or faulty part.
- c. The foregoing is Seller's only obligation and Buyer's exclusive remedy for breach of warranty against Seller for all claims arising hereunder or relating hereto. In no event shall Buyer be entitled to incidental or consequential damages. Any action by Buyer arising hereunder, or relating hereto whether based on breach of contract, tort (including negligence and strict liability) or other theories must be discovered within one (1) year after the cause of action occurs or it shall be barred.
- d. Seller disclaims any warranty responsibility as to its products in the event of any modification of such product without prior written consent of Seller. With respect to any Products not manufactured by Seller (except for integral parts of Seller's Products, to which the warranties set forth above shall apply), Seller gives no warranty, and only the warranty, if any, given by the manufacturer of the other product shall apply.
- e. The foregoing warranty provisions are applicable only if the Buyer has performed preventative maintenance in accordance with Seller's maintenance manual. The required maintenance must be performed and records maintained for Seller's review and inspection if requested.
- f. Due to the inherent design and operational use of the canopy closure curtains, tires, aircraft supply hose and hose storage basket, input and aircraft cables, light bulbs, light lenses, and fuses (when required), these items are considered expendable parts and are not covered by any warranty other than that of workmanship and quality. In addition, the following after-installation-adjustments are considered a part of standard boarding bridge maintenance and therefore are not covered by any warranty: (i) Vertical travel limits, (ii) Horizontal travel limits, (iii) Swing tunnel warning and limit, (iv) Adjustment of motor brakes and timer, (v) Steer and over-steer limits, (vi) Tire pressure, (vii) Cable adjustment, electrical and mechanical and (viii) Tunnel roller adjustments.
- g. Should Buyer elect to have the installation of the Product(s) performed by someone other than Seller, the warranty shall not commence until the Product(s) has been inspected and approved for fitness of operation by the Seller. Costs for this inspection shall be borne by the Buyer.

13. REFURBISHED PRODUCT WARRANTY: Seller warrants that any rehab work performed will meet all applicable specifications and other specific product and work requirements of this agreement and will be free from defects in material and workmanship for a period of one year from final acceptance of the work or beneficial occupancy, whichever occurs first. All parts not manufactured by Seller that are purchased from other vendors shall be warranted for 6 months or the vendor's stated warranty for the part whichever is less. The sole remedy for breach of this warranty is the repair or replacement (at Seller's option) of the defective good, and Seller will not be liable under this warranty for labor to remove or reinstall the good, for transportation or freight on the good or any replacement good, for down time or for any other costs. All other terms stated in Article 12 above shall apply.

14. PATENT INFRINGEMENT:

- a. If notified promptly in writing by Buyer and given complete authority, information and assistance, Seller shall defend, or may settle, at its option, any suit or proceeding brought against Buyer based upon a claim that the use

or sale of any equipment in accordance with this Agreement constitutes literal infringement of any apparatus claim of a United States patent. Seller shall pay all damages and costs awarded in such suit or proceeding provided Buyer does not, by any act, except as may be required by law, or compelled during or as a result of legal proceedings (including any admission or acknowledgment), materially impair or compromise the defense of such suit or proceeding. If in such suit or proceeding, the equipment or any portion thereof is held to constitute infringement and its use is enjoined, Seller shall, at its own expense and option, either procure the right for Buyer's continued use or sale thereof, replace or modify the affected portion so that it becomes non-infringing, or accept return of such portion and refund a prorata portion of any amount paid by Buyer for such portion. This states the entire liability of Seller with respect to any infringement by the equipment.

- b. The foregoing paragraph shall not apply to any claim of infringement arising from any item of equipment or portion thereof specified by Buyer, or Buyer's modification of the equipment, or Buyer's use thereof with other software or equipment not supplied by Seller. As to any such use, Seller assumes no liability whatsoever for patent infringement and Buyer will hold Seller harmless against any infringement claims arising therefrom.

15. INDEMNIFICATION AND CONSEQUENTIAL DAMAGES:

- a. Seller will indemnify, defend and hold harmless the Buyer from and against the loss, liability, claim, or action, to persons, property or third parties ("Loss") to the extent that such Loss was caused by the Seller or its agents, subcontractors or affiliates.
- b. Notwithstanding the foregoing, Seller will not be liable, in contract or tort, for any indirect, special, or consequential damages, including, but not limited to, lost profits, loss of use, environmental or pollution damage, regardless of cause.

- 16. TERMINATION:** In the event Buyer shall terminate the order for the Product(s) referenced herein for reasons other than a default by the Seller, Buyer agrees to pay Seller for any costs incurred and all work that Seller has performed up to the date of termination plus a reasonable rate of profit for the work performed. Except as specifically agreed in writing, termination shall not relieve either party of any obligation arising out of work performed prior to the date of termination.

- 17. STANDARDS:** Unless otherwise specified, units are designed to meet all applicable U.S. national equipment codes, including NEC, AISC and AWS. Costs of meeting any local codes not specifically mentioned shall be an addition to the contract unless noted in Schedule A of this quotation.

- 18. LICENSES AND PERMITS:** Building permits by any airport or regulatory authority, and applicable fees for said permits are the responsibility of the Buyer.

- 19. MANUALS:** The prices herein cover the cost of providing our Standard Operation & Maintenance manual for each Product sold. One (1) copy per model will be provided per location. The charge for any additional manuals will be given upon request. Unless otherwise specified, all manuals provided will be in the English language.

- 20. VERIFICATION OF ROTUNDA HEIGHT:** Seller does not assume responsibility for verification of rotunda column heights (distance from the top of foundation to second level terminal floor), anchor bolt placements, or foundation design or installation. However, Seller will furnish anchor bolt templates for specific installations upon written request and at an extra cost to Buyer. Rotunda column heights must be given to Jetway in writing at least 45 calendar days prior to the estimated shipment date specified in this Agreement. In the event Rotunda column heights are delayed, Seller will be entitled to an extension of time for performance of its obligations equaling the period of delay and will be entitled to collect all costs associated with the delay.

- 21. TRAINING:** If purchased by the Buyer, Seller will provide operator and maintenance training at a time or times convenient to the Buyer at the time of installation, but no later than the operational date of the Equipment. Unless specified otherwise in the Contract, training sessions will utilize prepared text, slides, and other instructional aids as required in the English language. Buyer to provide language interpreters as required for training sessions.

22. **DISPUTES AND GOVERNING LAW:** This contract shall be governed under the laws of the State of Utah. In the event of any dispute, or difference arising out of, or relating to this contract, or the breach thereof, the parties shall use their best endeavors to settle such dispute, or difference by consulting and negotiating with each other, in good faith, and understanding of their mutual interests, to reach a just and equitable resolution which is satisfactory to the parties. In the event the parties cannot resolve such dispute up to the level of each party's Senior Management within ninety (90) days after a party's initial notice of the dispute, the parties shall be free to litigate their differences in local, state, or federal courts in Ogden, Utah.
23. **SUCCESSORS AND ASSIGNS:** This contract shall inure to the benefit of and bind any successor in interest to a party to this contract. Neither party will assign this contract or delegate its performance thereunder without the prior written consent of the other Party.
24. **CONFIDENTIALITY:** Buyer acknowledges that during the execution of this Agreement that Seller will provide confidential information to Buyer regarding the Equipment design. Buyer agrees that such information is and will remain the property of Seller and that Buyer will use the information only for the operation and maintenance of the Equipment and protect the confidential information from disclosure to other person, and entities. Buyer and Seller agree not to disclose the existence or terms of this Agreement to any third person or entity without first obtaining the written permission of the other party.
25. **LIMITATION OF LIABILITY:** Under no circumstances shall the total aggregate liability under any contract for all Sellers' exposures (e.g. warranty, indemnification, liquidated damages) exceed the value of the contract or US\$1,000,000 whichever is lesser.
26. **SOFTWARE:** Seller hereby grants to Buyer a non-exclusive, non-transferable and non sublicensable license to use the PLC control Software solely in conjunction with the operation of the Equipment provided under the contract and otherwise in accordance with any other applicable agreements in existence between the parties. Buyer agrees that the Software and any other related information or data supplied by Seller constitutes a valuable trade secret and is proprietary information of Seller and/or Seller's licensors. Unless expressly authorized by Seller in writing, the Software may not be copied, modified, translated, reverse engineered, compiled or decompiled, transferred, or disclosed to another party. Notwithstanding the foregoing, the Software may be copied for backup or archival purposes reasonably necessary to support the license granted herein.
27. **MISCELLANEOUS:** The invalidity, in whole or in part, of any Article or Paragraph thereof shall not affect the validity of the remainder of such Article or Paragraph of this Contract.
28. **ENTIRE AGREEMENT:** This Agreement, when accepted, shall constitute the entire Agreement between Seller and Buyer, superseding any oral or written negotiations or promises, and this Agreement may be changed, discharged or terminated only by an instrument in writing executed by a duly authorized representative of the parties.

JOHN BEAN TECHNOLOGIES CORPORATION
through its business unit JBT AeroTech,
Jetway Systems®

Offered By: 

Title: Site - Controller Jetway

Date: 2/9/15

Accepted By: _____

Title: _____

Date: _____

CONTRACT CHANGE ORDER FORM

#2J3

DEPARTMENTContract between the City of Bismarck and DCIContract Number: _____ Change Order Number: #2Project/Subproject: _____ Original Contract Amt: \$1,628,303.00Project Description: REPLACE CHECKED BAGGAGE RECAPITALIZATION SCREENING DEVICE & MISC ITEMSPrevious Contract Amount: \$1,176,097.00Change Order Amount: \$21,298.15 NEW TOTAL: \$1,197,395.15Original Contract Date: DECEMBER 13, 2014 Change in Contract Timeline: +118 DAYS (APRIL 30, 2015)
(SUBSTANTIAL COMPLETION)Within Project Scope: (Y)/ N*Within Project Funding: (Y)/ N***If not within project scope, attach description
of change in scope for Board approval.**If not within project funding, attach revised
Project Budget for Board approval.**Type of Change Order**☒ Non Design-related Change Order: These change orders include unforeseen conditions, code-related issues,
and building inspector changes.☐ Design-related Change Order: These change orders include unforeseen conditions that affect the
appearance, layout, functionality, dimensions, and/or quality of the project.☐ Emergency Field Condition Change Orders: These change orders include any condition that causes an
emergency situation where safety or other immediate losses may occur.☐ Other: (describe)

Project Manager Signature: (<\$15,000) _____ Date _____

Department Head Signature: (<\$25,000) _____ Date _____

ADMINISTRATION

City Administrator Signature: (<\$50,000) _____ Date _____

Add to Commission Consent Agenda

COMMISSION APPROVAL

Commission Approval Date: _____

Attach minutes for Commission Approval

FISCAL

Comments: _____

GRANTS: _____ Signature _____ Date Completed _____

TO ALL DEPARTMENTS: Please attach a copy of the change order

Encl 3

CHANGE ORDER NO. 2

Date of Issuance: February 13, 2015

Effective Date: February 13, 2015

PROJECT TITLE
<i>Replace Checked Baggage Recapitalization Screening Device & Miscellaneous Items</i>
OWNER
<i>City of Bismarck, PO Box 991, Bismarck, ND 58502-0991</i>
CONTRACTOR
<i>Diversified Conveyors, Inc., 3160 Directors Row, Memphis, TN 38131</i>
ORIGINAL CONTRACT DATE
<i>July 23, 2014</i>

THE CONTRACT DOCUMENTS ARE MODIFIED AS FOLLOWS UPON EXECUTION OF THIS CHANGE ORDER

1. ADDITIONS OR DELETIONS TO THE CONTRACT AND ASSOCIATED COSTS						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
SCHEDULE 4 - BASE BID - Combined General, Mechanical, and Electrical Construction						
	1	Modified/Relocation of Existing BHS Equipment	L.S.	(1)	\$ 46,144.00	\$ (46,144.00)
	2	Existing Conveyor Equipment Demolition (and disposal)	L.S.	(1)	16,906.00	(16,906.00)
	3	Engineering	L.S.	(1)	79,186.00	(79,186.00)
	4	Program Management	L.S.	(1)	144,684.00	(144,684.00)
	5	Shipping	L.S.	(1)	9,581.00	(9,581.00)
	6	Insurance & Bonds	L.S.	(1)	13,000.00	(13,000.00)
	7	O&M Manuals & Training	L.S.	(1)	24,218.00	(24,218.00)
	8	Testing & Commissioning	L.S.	(1)	169,797.00	(169,797.00)
	9	1 Week Support Coverage	L.S.	(1)	28,003.00	(28,003.00)
	10	Spare Parts Allowance	L.S.	(1)	35,000.00	(35,000.00)
	11	Misc. CBRA Equipment (inspection tables, DID, roller tables, etc.)	L.S.	(1)	26,786.00	(26,786.00)
	12	Controls Upgrade /Modifications	L.S.	(1)	113,036.00	(113,036.00)
	13	Removal/Re-Install of Make-up Device	L.S.	(1)	40,712.00	(40,712.00)
	14	MDS Maintenance / TSA Data Reporting	L.S.	(1)	27,064.00	(27,064.00)
	15	Baggage Measuring Array (BMA)	L.S.	(1)	71,316.00	(71,316.00)
	16	Remove and Reinstall Carpet Square Tiles for Temporary Conveyor System	L.S.	(1)	13,776.00	(13,776.00)
	17	SS1-01: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	18	SS1-02: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	19	SS1-03: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	20	OSR-01: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	21	OSR-02: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	22	OSR-03: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	23	AL-01: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	24	AL-02: Mech. Equipment & Install	Each	(1)	9,574.00	(9,574.00)
	25	OB2-06: Mech. Equipment & Install	Each	(1)	23,251.00	(23,251.00)
	26	Baggage Measuring Array (BMA) (Electrical Power)	Each	(1)	8,526.00	(8,526.00)
	27	SS1-01: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	28	SS1-02: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	29	SS1-03: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	30	OSR-01: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	31	OSR-02: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	32	OSR-03: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	33	AL-01: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	34	AL-02: Elec. Equipment & Install	Each	(1)	12,554.00	(12,554.00)
	35	OS2-06: Elec. Equipment & Install	Each	(1)	11,345.00	(11,345.00)
	36	Elec. Equipment & Install - EDS and UPS Cabinet	L.S.	(1)	3,310.00	(3,310.00)
	37	Elec. Relocation and Reconnection of Existing Conveyor	L.S.	(1)	26,602.00	(26,602.00)
	38	Lighting Revision	L.S.	(1)	12,048.00	(12,048.00)
	39	Data Jack Relocation	L.S.	(1)	4,227.00	(4,227.00)
	40	MCP1 Feeder Replacement	L.S.	(1)	17,724.00	(17,724.00)

	41	EDS Feeder Replacement	L.S.	(1)	9,710.00	(9,710.00)
	42	Condensation Pump	L.S.	(1)	8,144.00	(8,144.00)
	43	Receptacles	L.S.	(1)	10,681.00	(10,681.00)
	44	Modify Existing Wire Cage	L.S.	(1)	4,953.00	(4,953.00)
		TOTAL COST - SCHEDULE 4 COMBINED GENERAL, MECHANICAL, AND ELECTRICAL CONSTRUCTION				\$ (1,176,754.00)
SCHEDULE 4 - Combined General, Mechanical, and Electrical						
ALTERNATE 2 - Temporary Screening: Option B - (CT-80DR)						
	1	Temporary Screening: Option B - CT-80DR, ETDs, Porters, Inspection & Roler Tables, etc.)	L.S.	(1)	\$ 428,779.00	\$ (428,779.00)
	2	Temporary Screening: Option B Rower Requirements- (CT-80DR, ETDs, etc.)	L.S.	(1)	22,770.00	(22,770.00)
		TOTAL COST - SCHEDULE 4 ALTERNATE 2 COMBINED GENERAL, MECHANICAL, AND ELECTRICAL CONSTRUCTION				\$ (451,549.00)
CHANGE ORDER 1 - SCHEDULE 4 - BASE BID - Combined General, Mechanical, and Electrical Construction						
	1	Modified/Relocation of Existing BHS Equipment	L.S.	1	\$ 46,460.00	\$ 46,460.00
	2	Existing Conveyor Equipment Demolition (& disposal)	L.S.	1	17,007.00	17,007.00
	3	Engineering	L.S.	1	75,752.00	75,752.00
	4	Program Management	L.S.	1	140,846.00	140,846.00
	5	Shipping	L.S.	1	12,070.00	12,070.00
	6	Insurance & Bonds	L.S.	1	14,820.00	14,820.00
	7	O&M Manuals & Training	L.S.	1	10,439.00	10,439.00
	8	Testing & Commissioning	L.S.	1	129,800.00	129,800.00
	9	1 Week Support Coverage	L.S.	1	26,821.00	26,821.00
	10	Spare Parts Allowance	L.S.	1	35,000.00	35,000.00
	11	Misc. CBRA Equipment (inspection tables, DID, roller tables, etc.)	L.S.	1	27,530.00	27,530.00
	12	Controls Upgrade /Modifications	L.S.	1	107,569.00	107,569.00
	13	Removal/ Re-Install of Make-up Device	L.S.	1	38,329.00	38,329.00
	14	MDS Maintenance / TSADData Reporting	L.S.	1	23,897.00	23,897.00
	15	BaggageMeasuring Array (BMA)	L.S.	1	-	-
	16	Remove and Reinstal Carpet Square Tiles for Temporary Conveyor System	L.S.	1	-	-
	17	SS1-01: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	18	SS1-02: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	19	SS1-03: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	20	OSR-01: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	21	OSR-02: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	22	OSR-03: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	23	AL-01: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	24	AL-02: Mech. Equipment & Install	Each	1	10,258.00	10,258.00
	25	OB2-06: Mech. Equipment & Install	Each	1	22,436.00	22,436.00
	26	BaggageMeasuring Array (BMA) (Electrical Power)	Each	1	-	-
	27	SS1-01: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	28	SS1-02: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	29	SS1-03: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	30	OSR-01: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	31	OSR-02: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	32	OSR-03: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	33	AL-01: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	34	AL-02: Elec. Equipment & Install	Each	1	12,584.00	12,584.00
	35	OS2-06: Elec. Equipment & Install	Each	1	11,375.00	11,375.00
	36	Elec. Equipment & Install - EDS and UPS Cabinet	L.S.	1	3,135.00	3,135.00
	37	Elec. Relocation and Reconnection of Existing Conveyor	L.S.	1	18,511.00	18,511.00
	38	Lighting Revision	L.S.	1	8,671.00	8,671.00
	39	Data Jack Relocation	L.S.	1	4,218.00	4,218.00
	40	MCP1 Feeder Replacement	L.S.	1	21,468.00	21,468.00
	41	EDS Feeder Replacement	L.S.	1	7,562.00	7,562.00
	42	Condensation Pump	L.S.	1	4,676.00	4,676.00
	43	Receptacles	L.S.	1	4,576.00	4,576.00
	44	Modify Existing Wire Cage	L.S.	1	4,243.00	4,243.00

Total Cost – Schedule 4 – Combined General, Mechanical, and Electrical Construction						\$ 999,947.00
CHANGE ORDER 1 - ALTERNATE 2 – Temporary Screening: Option B – (CT-80DR)						
Spec. No.	Item	Description of Addition or Deletion	Unit	Quantity	Unit Price	Affect On Contract Price
	1	Temporary Screening: Option B – (CT-80DR, ETDs, Porters, Inspection & Roler Tables, etc.)	L.S.	1	\$ 166,346.00	\$ 166,346.00
	2	Temporary Screening: Option B Rower Requirements– (CT-80DR, ETDs, etc.)	L.S.	1	9,804.00	9,804.00
Total Cost – Schedule 4 Alternate 2 – Combined General, Mechanical, and Electrical Construction						\$ 176,150.00
TOTAL COST FOR CHANGE ORDER 1 CONTRACT ADDITIONS OR DELETIONS						\$ (452,206.00)
CHANGE ORDER 2						
	1	SAGE Electric - Cost for UPS Wiring	L.S.	1	\$ 2,140.15	\$ 2,140.15
	2	Contract Bond Paid in Excess of Actual Contract Value	L.S.	1	2,876.00	2,876.00
	3	Porter Costs Through February 2nd, 2015	Days	36	400.00	14,400.00
	4	Additional Mobilization for Removal of Temporary System	L.S.	1	1,882.00	1,882.00
Total Cost – Change Order 2						21,298.15
TOTAL COST FOR THESE CONTRACT ADDITIONS OR DELETIONS						\$ (430,907.85)

2. JUSTIFICATION FOR ADDITIONS OR DELETIONS TO CONTRACT	
<p>Change Order 2, Items 1: TSA supplied the UPS for the project. TSA could not get the exact size UPS needed for the EDS machine, so an oversized unit was provided. This resulted in the unit and battery back-up cabinet being too large to install at the location shown in the plans without having an egress code violation. A new location had to be selected which resulted in additional wiring, conduit, and labor to install. The cost appears to be allowable, allocable, and reasonable.</p>	
<p>Change Order 2, Item 2: The contract bond cost is based off of the percentage of the contract amount. The original project cost was reduced per Change Order #1. The Contractor based the cost of the contract bond in Change Order #1 at the reduced amount and, as a result, lowered the contract bond cost. After award, the Contractor discovered that the actual contract bond amount was required to be based off of the original contract amount prior to Change Order #1, which resulted in the Contractor paying the original bid amount for the contract bond. The cost appears to be allowable, allocable, and reasonable.</p>	
<p>Change Order 2, Items 3: The Contractor's proposal provided 90 days of coverage of portering which started September 29th and ran through December 28th. Additional portering was required until February 2nd. The cost appears to be allowable, allocable, and reasonable.</p>	
<p>Change Order 2, Item 4: The Contractor is required to make an additional site visit for the removal of the temporary screening area. This results in an additional mobilization cost to the project. The removal of the temporary system was originally going to be done during the standby period. TSA requested keeping the temporary screening up for a longer period. The cost appears to be allowable, allocable, and reasonable.</p>	

3. CHANGE TO CONTRACT AMOUNT		
	ORIGINAL CONTRACT AMOUNT:	\$1,628,303.00
	NET INCREASE/DECREASE FROM PREVIOUS CHANGE ORDER(S):	-\$452,206.00
	CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER:	\$1,176,097.00
	INCREASE/DECREASE FROM THIS CHANGE ORDER:	\$21,298.15
	NEW CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER:	\$1,197,395.15

4. CHANGE TO CONTRACT TIMES**Original Contract Times:** ☐ Working Days ☒ Calendar DaysSubstantial Completion (Days or Date): *December 13, 2014*
Ready For Final Payment (Days or Date): *January 2, 2015***Contract Times from previously Approved Change Orders**Substantial Completion (Days or Date): *N/A*
Ready For Final Payment (Days or Date): *N/A***Contract Times will be Increased/Decreased because of this Change Order** *118***Contract Times including this Change Order**Substantial Completion (Days or Date): *December 13, 2014*
Ready For Final Payment (Days or Date): *April 30, 2015*

5. REQUIRED SIGNATURES- Not valid until signed by Owner. Signature of Contractor indicates agreement herewith, including any adjustments in the Contract Amount or Contract Times

ACCEPTED:

By: _____
CITY OF BISMARCK - OWNER (Authorized Signature)
Name: Michael C. Seminary
Title: President, Board of City Commissioners
Date: _____

ACCEPTED:

By: _____
DIVERSIFIED CONVEYORS, INC. - CONTRACTOR (Authorized Signature)
Name: Thomas M. Phillips
Title: COO
Date: _____

RECOMMENDED:

By: _____
KADRMAS, LEE & JACKSON, INC. - ENGINEER (Authorized Signature)
Name: Christopher Homer, PE
Title: Project Manager
Date: _____

ACCEPTED:

Funding Agency (if applicable)

By: _____
FUNDING AGENCY (Authorized Signature)
Name: _____
Title: _____
Date: _____

REGULAR AGENDA

ITEM

#3

CITY OF BISMARCK

Ordinance No. 6102

First Reading _____
Second Reading _____
Final Passage and Adoption _____
Publication Date _____

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 6-05-13 OF THE BISMARCK CODE OF ORDINANCES RELATING TO PANHANDLING.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 6-05-13 relating to Panhandling is hereby amended and re-enacted as follows:

6-05-13. Panhandling.

1. Definitions.

a. "Aggressive Panhandling" means engaging in any conduct with the intention of intimidating another person, or in reckless disregard of the fact that another person is intimidated by his/her conduct, into giving away money or goods, including but not limited to, ~~intentionally~~ approaching, speaking to or following a person in a manner that would cause a reasonable person to fear imminent physical injury or the imminent commission of a criminal act upon the person or upon the property in the person's immediate possession; ~~intentionally~~ touching another person without consent; continuing to solicit after the person gives a negative response to the request; or ~~intentionally~~ blocking or interfering with the free passage of a person.

b. "Panhandling" or "Soliciting" for purposes of this subsection are interchangeable and mean employment of the spoken, written or printed word or other acts as are conducted in the furtherance of the purpose of collecting money or any item of value for the use of

one's self or others; or attempting to sell or obtain compensation for item or service under circumstances that would leave a reasonable person to conclude that the payment is in substance a donation.

c. "Downtown Districts" shall mean that area in the City of Bismarck described as follows: Starting at the intersection of 9th Street and the north line of the Burlington Northern RR right-of-way, then north to the middle of the intersection of 9th Street and Broadway Avenue, then west along Broadway Avenue to the alley between 6th Street and 7th Street, then north in the alley approximately 270 ft., then west to the middle of 6th Street, then north to the middle of East Avenue B, then west to the middle of 2nd Street, then south to the middle of East Avenue A, then west to the alley between 1st Street and 2nd Street, then south to the middle of Rosser Avenue, then west to the middle of Washington Street, then south to the north line of the Burlington Northern RR right-of-way, then east along the north line of the Burlington Northern RR right-of-way to the point of beginning.

2. It shall be unlawful for any person to aggressively panhandle in any area within the city of Bismarck.

3. It shall be unlawful for any person to panhandle within the city of Bismarck, while located:

a. Within twenty feet of any intersection of city streets, state highways and state highway on-ramps or off-ramps;

b. On any median in any city street;

c. On the roadway of any city street intended for the use of vehicular traffic;

d. Within twenty feet of any bus stop;

e. Within twenty feet of any crosswalk;

f. On any bridge or tunnel located along or across a public roadway.

g. Within 100 feet of any school building or school playground when children are present. For

purposes of this subsection a school shall not include a college, university or other institution of higher learning.

h. Within 20 feet of an entrance to any public restroom.

i. Within any city park.

j. Within the Downtown Business District, unless the person represents a bona fide charitable organization, including any organization recognized by 501(c) of the Internal Revenue Code [29 U.S.C. 501(c)].

k. On private property when asked by the owner or occupant to cease.

l. Within 20 feet of an outdoor dining or shopping area.

m. Within 20 feet of an ATM or the entrance to a building housing an ATM.

This section does not apply to solicitations made on private property with the prior consent of the owner or other person in legal possession of the property.

4. A person who ~~willfully violates this Section 6-05-13(2) of this ordinance~~ is guilty of an infraction. ~~A person who willfully violates Section 6-05-13(3) of this ordinance is guilty of a noncriminal offense and shall pay a fee of \$50.00.~~

(Ord. 5922, 10-09-12)

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect upon final passage.

ITEM

#4

CITY OF BISMARCK

Ordinance No. 6103

First Reading _____
Second Reading _____
Final Passage and Adoption _____
Publication Date _____

AN ORDINANCE TO CREATE AND ENACT SECTION 6-04-04.1 OF THE BISMARCK CODE OF ORDINANCES RELATING TO CRIMINAL TRESPASS IN SCHOOLS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 6-04-04.1 relating to Criminal Trespass In Schools is hereby created and enacted as follows:

6-04-04.1. Criminal Trespass In Schools. During such time as classes are in session:

1. No person may enter or remain in a building of any public or private elementary or secondary school building in the City of Bismarck without first registering at the school's main office.

2. This section does not apply to:

a. Employees, elected school board members or enrolled students of the Bismarck Public Schools for the school where they are enrolled.

b. Employees and enrolled students of any private school in Bismarck, for the school that employs them or where they are enrolled.

c. Invitees of the public or private schools for events held at the schools.

d. Peace officers.

3. Notice of the requirement to register in the main office of the school must be conspicuously posted at each school entrance where the public has access. The name of owner of the property must appear on each sign in legible characters. No complaint for a violation of this section may be issued unless notice in compliance with this section is given.

4. No complaint for a violation of this section may be issued unless the complainant is the principal or vice principal in charge of the school where the alleged violation occurred.

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect upon final passage.

ITEM

#5

ORDINANCE NO. 6104

<i>First Reading</i>	<u>02/10/2015</u>
<i>Second Reading</i>	<u>02/24/2015</u>
<i>Final Passage and Adoption</i>	<u></u>
<i>Publication Date</i>	<u></u>

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

Auditor's Lot B of the SE¼; the East 1698 feet of the SE¼ less Auditor's Lot B and Daybreak Addition and Tree Top Addition; Auditor's Lot C2 of the NE¼; and the East 1698 feet of the NE¼ less Auditor's Lots C1, C2, C3 and D; Section 9, T139N-R80W/Hay Creek Township.

The above described tract of land contains 120.41 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

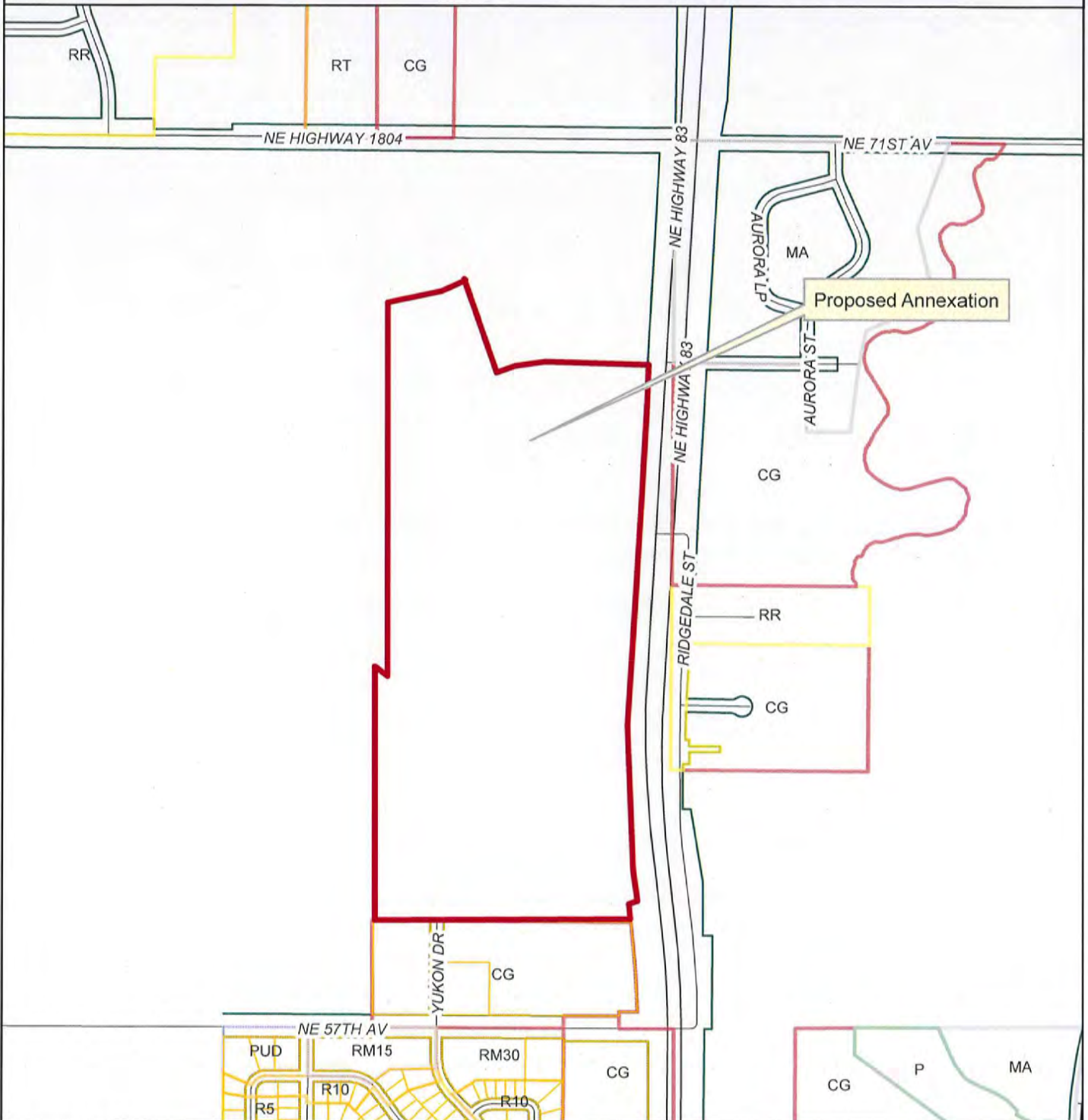
**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Part of the E½ of Section 9, T139N-R80W/Hay Creek Township – Annexation		
Status: Board of City Commissioners	Date: February 10, 2015	
Owner(s): TPR, LLC – E1698' of SE¼ and NE¼ Belfield Access Terminal, LLC – AL B of SE¼ Wapiti, LLP – AL C2 of NE¼	Engineer: Houston Engineering, Inc.	
Reason for Request: Annex property for future platting and development.		
Location: In north Bismarck, along the west side of US Highway 83 between 57 th Avenue NE and ND Highway 1804 (Auditor's Lot B of the SE¼; the East 1698 feet of the SE¼ less Auditor's Lot B and Daybreak Addition and Tree Top Addition; Auditor's Lot C2 of the NE¼; and the East 1698 of the NE¼ less Auditor's Lots C1, C2, C3 and D; Section 9, T139N-R80W/Hay Creek Township).		
Project Size: 120.41 acres	Number of Lots: 4 parcels	
EXISTING CONDITIONS:		
Land Use: Undeveloped	PROPOSED CONDITIONS:	
Zoning: A – Agricultural	Land Use: Undeveloped	
Uses Allowed: A – Agriculture	Zoning: A – Agricultural	
Uses Allowed: A – Agriculture	Uses Allowed: A – Agriculture	
Maximum Density Allowed: A – One unit/40 acres	Maximum Density Allowed: A – One unit/40 acres	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> The request for annexation was not accompanied by a plat or zoning change; however, both would be required prior to development of the property. 		
FINDINGS:		
<ol style="list-style-type: none"> The City and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the annexation at the time the property is developed. The proposed annexation would not adversely affect property in the vicinity. The proposed annexation is consistent with the general intent and purpose of Title 14 of the City Code of Ordinances. The proposed annexation is consistent with the master plan, other adopted plans, policies and planning practice. 		

RECOMMENDATION:

The Planning & Zoning Commission held final consideration on this request on Wednesday, January 28, 2015, and based on the above findings, recommended approval of the annexation of part of the E½ of Section 9, T139N-R80W/Hay Creek Township, more specifically described as Auditor's Lot B of the SE¼; the East 1698 feet of the SE¼ less Auditor's Lot B and Daybreak Addition and Tree Top Addition; Auditor's Lot C2 of the NE¼; and the East 1698 of the NE¼ less Auditor's Lots C1, C2, C3 and D; Section 9, T139N-R80W/Hay Creek Township, with the understanding that the property will not be developable until it is platted and zoned.

Proposed Annexation Part of the E1/2 of Section 9, T139N-R80W/Hay Creek Township



December 30, 2014

This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

0 335 670 1340 Feet



ORDINANCE NO. 6105

<i>First Reading</i>	<u>02/10/2015</u>
<i>Second Reading</i>	<u>02/24/2015</u>
<i>Final Passage and Adoption</i>	<u></u>
<i>Publication Date</i>	<u></u>

AN ORDINANCE ANNEXING PROPERTY TO THE CORPORATE LIMITS OF THE CITY OF BISMARCK, NORTH DAKOTA, DECLARING THE TERRITORY ANNEXED; DECLARING THE SAME TO BE A PART OF THE CORPORATE LIMITS OF SAID CITY.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF BISMARCK, NORTH DAKOTA.

Section 1. Territory Annexed. The territory and land hereinafter described is hereby declared and found to be a part of the corporate limits of the City of Bismarck, North Dakota, as follows:

Tract B in the E1/2 of the SW1/4 and Lot 3 of the W1/2 of the SE1/4 and Lot 5 of the W1/2 of the SE1/4 less the E 625.75 feet to Divide Commercial 2nd Addition.

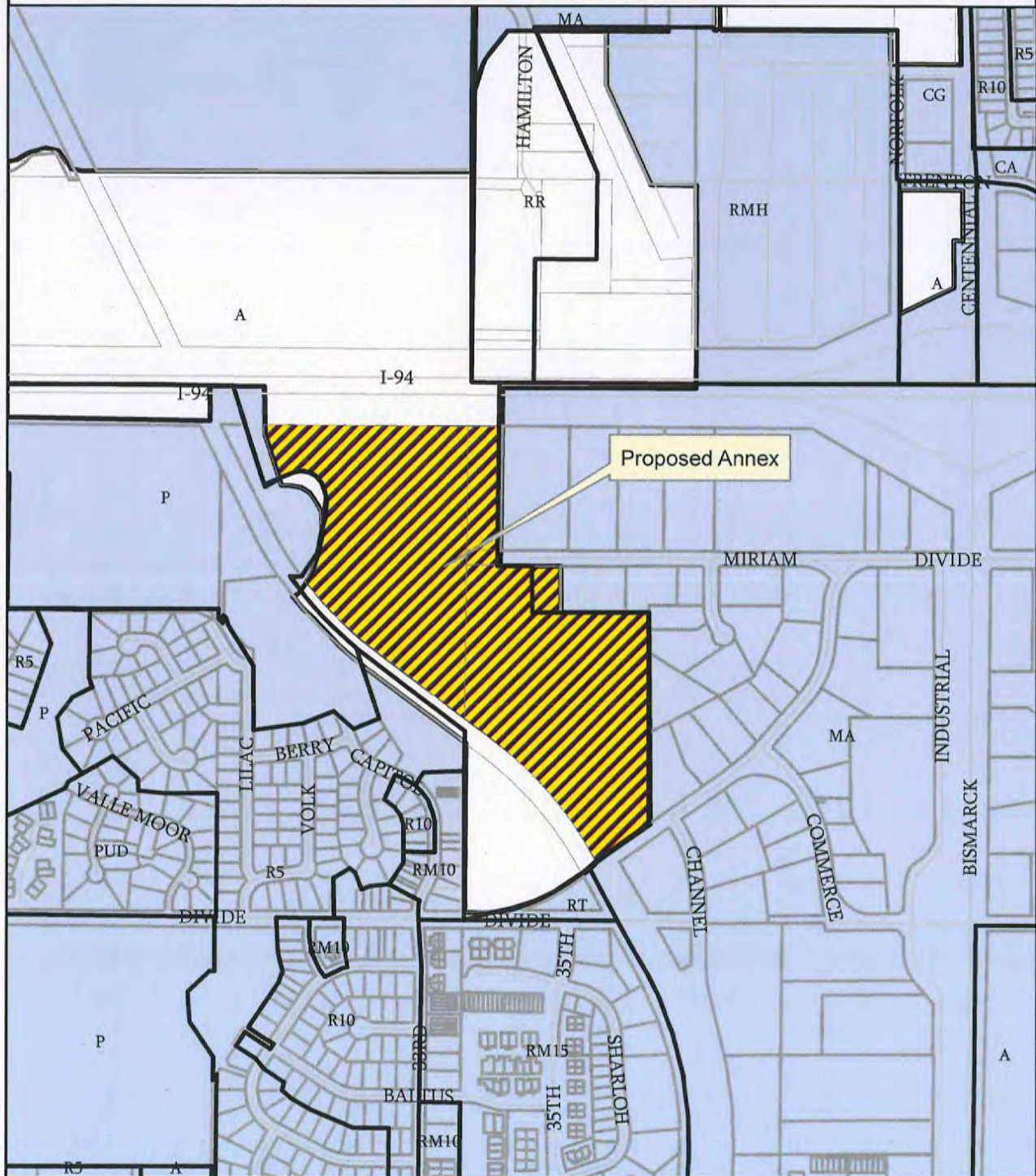
The above described tract of land contains 53.30 acres, more or less.

Section 2. Provisions Applicable. From and after the final passage and adoption of this Ordinance and upon recording of this ordinance with the Burleigh County Recorder, the territory herein described shall be a part of the corporate limits of the City of Bismarck, North Dakota.

**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: Part of RDO Hay Creek Industrial Addition – Annexation		
Status: Board of City Commissioners	Date: February 10, 2015	
Owner(s): RDO Holdings Co. Pete and Elaine Brendel	Engineer: Houston Engineering, Inc.	
Reason for Request: Plat, zone and annex property for light industrial development.		
Location: In east Bismarck, between East Divide Avenue and I-94, west of Bismarck Expressway (A replat of Tract B of the E1/2 of the SW1/4, Lot 3, part of Lot 5 of the W1/2 of the SE1/4 of Section 26, T139N-R80W/Hay Creek Township).		
Project Size: 53.3 acres more or less	Number of Lots: 9 lots in 2 blocks	
EXISTING CONDITIONS:		PROPOSED CONDITIONS:
Land Use: Undeveloped	Land Use: Light industrial	
Zoning: A – Agricultural MA – Industrial	Zoning: MA – Industrial	
Uses Allowed: A – Agriculture	Uses Allowed: MA – Light industrial uses	
Maximum Density Allowed: One unit/40 acres	Maximum Density Allowed: N/A	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
FINDINGS:		
<ol style="list-style-type: none"> 1. The City and other agencies would be able to provide necessary public services, facilities and programs to serve the development allowed by the annexation. 2. The proposed annexation would not adversely affect property in the vicinity. 3. The proposed annexation is consistent with the general intent and purpose of the zoning ordinance. 4. The proposed annexation is consistent with the master plan, other adopted plans, policies and planning practice. 		
RECOMMENDATION:		
<p>The Planning & Zoning Commission held a public hearing on this request on Wednesday, January 28, 2015, and based on the above findings, recommended approval of the annexation of that portion of RDO Hay Creek Industrial Addition not previously annexed (Tract B of the E1/2 of the SW1/4 of Lot 3, part of Lot 5 of the W1/2 of the SE1/4 of Section 26, T139N-R80W/Hay Creek Township).</p> <p style="text-align: right;">/jw</p>		

Proposed Annexation RDO Hay Creek Industrial Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 10/20/20 (Mkb)

Source: City of Bismarck

N



0 700 1,400
Feet

ORDINANCE NO. 6106

<i>First Reading</i>	<u>02/10/2015</u>
<i>Second Reading</i>	<u>02/24/2015</u>
<i>Final Passage and Adoption</i>	<u></u>
<i>Publication Date</i>	<u></u>

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the A-Agriculture and MA-Industrial zoning districts and included in the MA-Industrial zoning district:

RDO Hay Creek Industrial Addition

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: RDO Hay Creek Industrial Addition– Zoning Change (A & MA to MA)		
Status: Board of City Commissioners	Date: February 10, 2015	
Owner(s): RDO Holdings Co. Pete and Elaine Brendel	Engineer: Houston Engineering, Inc.	
Reason for Request: Plat, zone and annex property for light industrial development.		
Location: In east Bismarck, between East Divide Avenue and I-94, west of Bismarck Expressway (A replat of Tract B of the E1/2 of the SW1/4 of Lot 3, part of Lot 5 of the W1/2 of the SE1/4, Lot 5E of Lot 5, Lot 7D of Lot 7 and Lot 8C of Lot 8, Block 3 Miriam Industrial Park First Addition and Lot B of Lot 6 and Lot C of Lot 7, Block 3, Miriam Industrial Park First Addition, Section 26, T139N-R80W/Hay Creek Township).		
Project Size: 57.4 acres	Number of Lots: 9 lots in 2 blocks	
EXISTING CONDITIONS:		
Land Use: Undeveloped	PROPOSED CONDITIONS:	
Zoning: A – Agricultural MA – Industrial	Zoning: MA – Industrial	
Uses Allowed: Agriculture	Uses Allowed: MA – Light industrial uses	
Maximum Density Allowed: One unit/40 acres	Maximum Density Allowed: N/A	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
FINDINGS:		
<ol style="list-style-type: none"> 1. The proposed zoning change is outside the area covered in the Future Land Use Plan (FLUP) in the 2014 Growth Management Plan. 2. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include undeveloped agricultural land and rural residential properties across Interstate 94 to the north, existing industrial to the east, undeveloped agricultural land and undeveloped RT – Residential zoned land to the south and existing residential and public land across the railroad tracks to the west. 3. The subdivision proposed for this property would be annexed prior to development; therefore, the zoning change would not place an undue burden on public services and facilities. 4. The proposed subdivision would not adversely affect the adjacent properties. 		
<i>(continued)</i>		

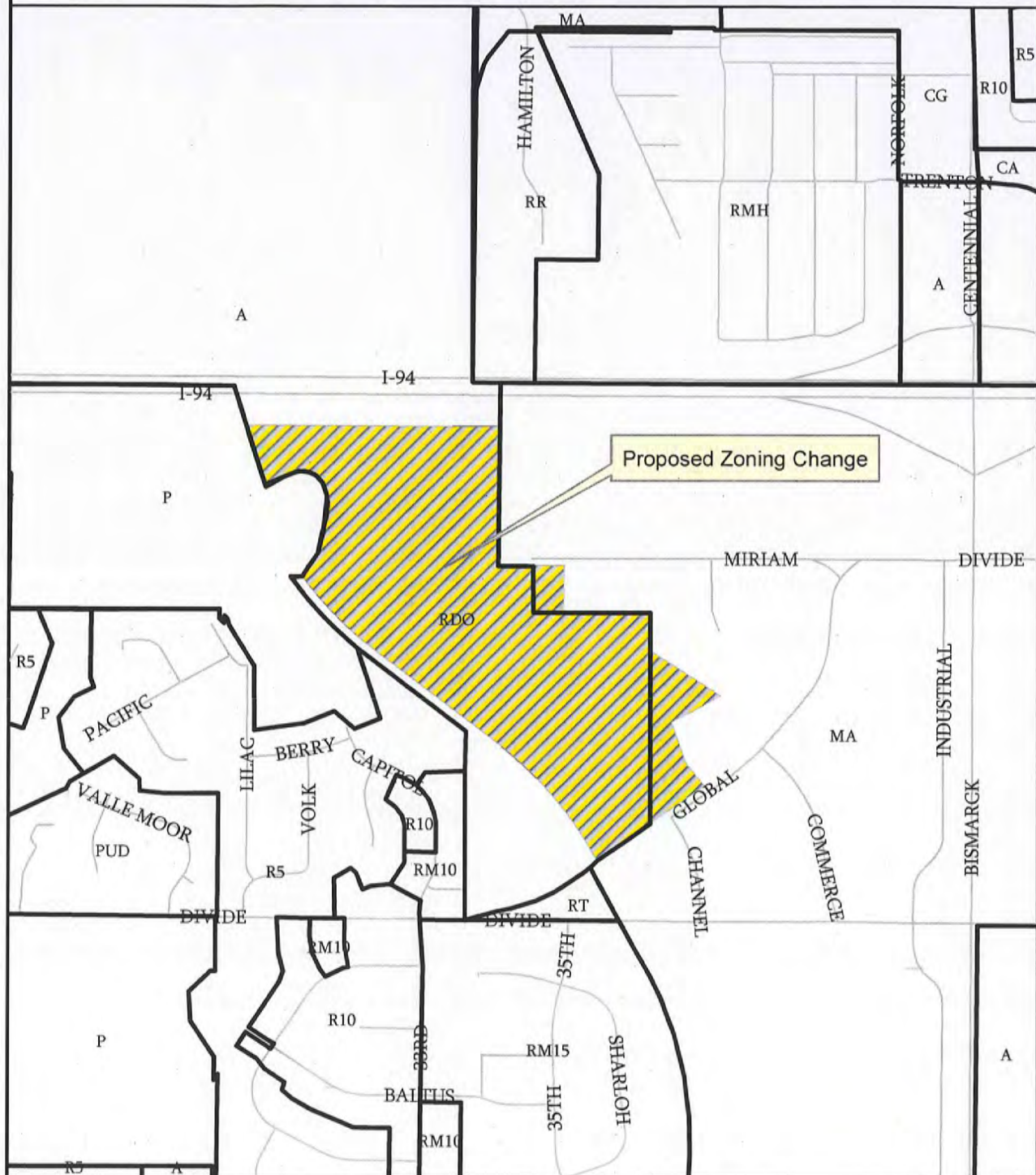
5. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance and subdivision regulations.
6. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, January 28, 2015, and based on the above findings, recommended approval of the zoning change from the A – Agricultural and MA – Industrial zoning districts to the MA – Industrial zoning districts for RDO Hay Creek Industrial Addition.

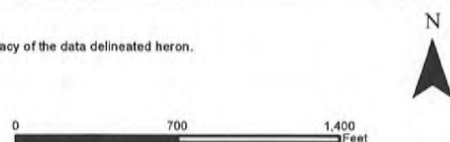
/jw

Proposed Plat & Zoning Change (A & MA to MA) RDO Hay Creek Industrial Addition



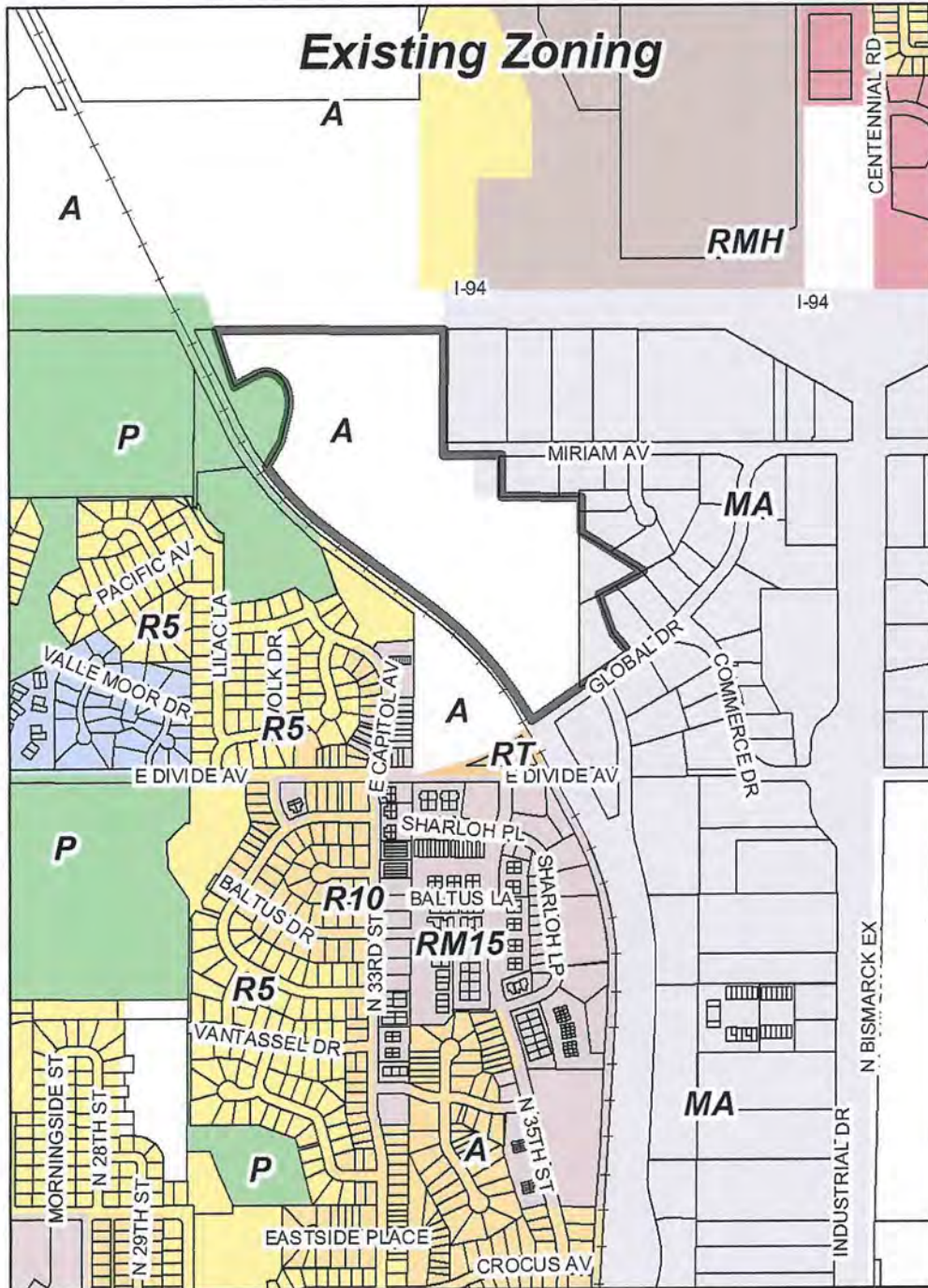
DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 1/14/2016 (h/b)

Source: City of Bismarck

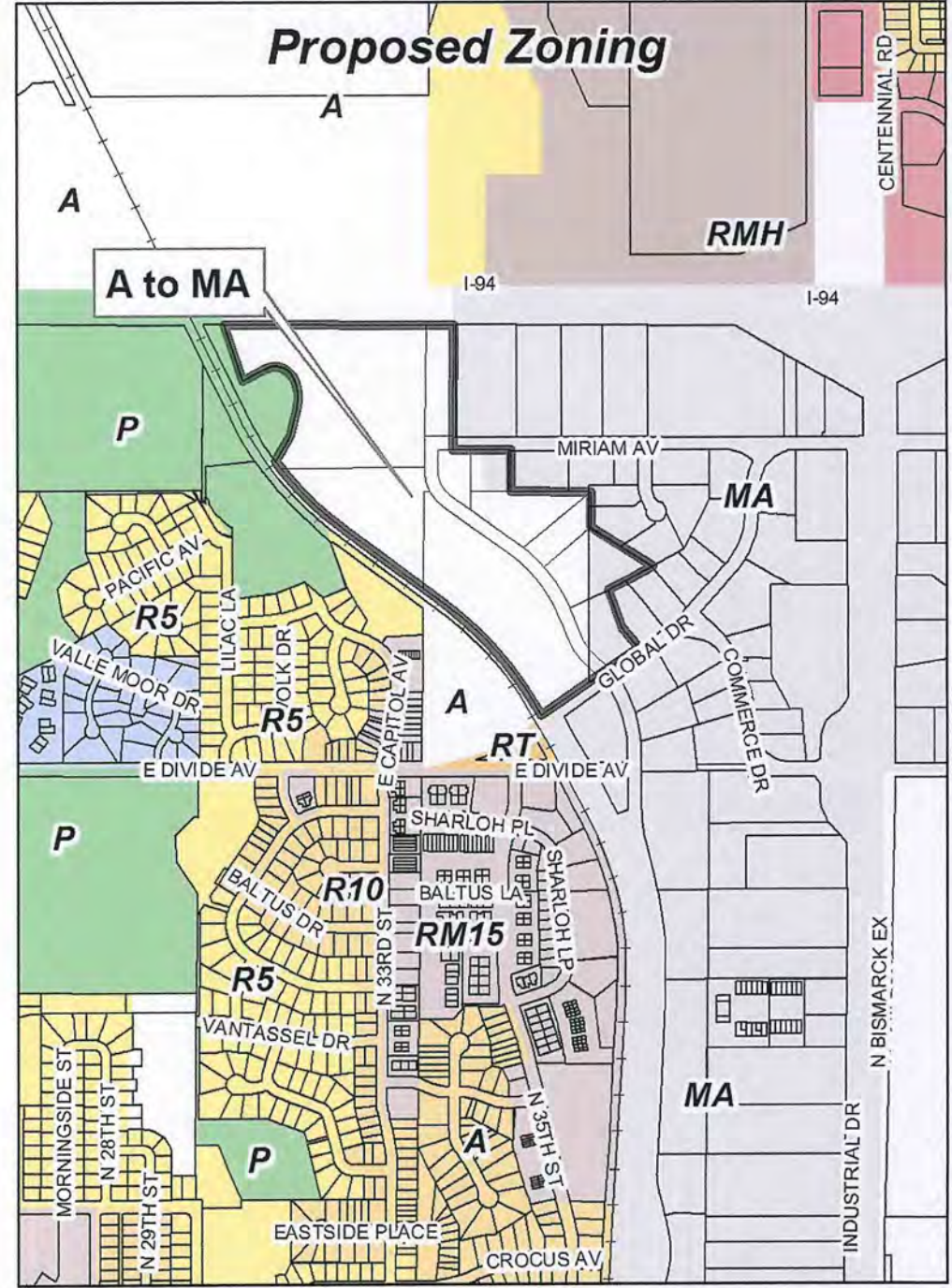


RDO Hay Creek Addition - Zoning Change

Existing Zoning



Proposed Zoning



0 330 660 1,320 Feet

January 2015



This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

BACKGROUND:		
Title: RDO Hay Creek Industrial Addition-- Final Plat		
Status: Board of City Commissioners	Date: February 24, 2015	
Owner(s): RDO Holdings Co.	Engineer: Houston Engineering, Inc.	
Reason for Request: Plat, zone and annex property for light industrial development.		
Location: In east Bismarck, between East Divide Avenue and I-94, west of Bismarck Expressway (A replat of Tract B of the E1/2 of the SW1/4, Lot 3, part of Lot 5 of the W1/2 of the SE1/4, Lot 5E of Lot 5, Lot 7D of Lot 7 and Lot 8C of Lot 8, Block 3 Miriam Industrial Park First Addition and Lot B of Lot 6 and Lot 7 of Lot 7, Block 3, Miriam Industrial Park First Addition, Section 26, T139N-R80W/Hay Creek Township).		
Project Size: 57.4 acres	Number of Lots: 9 lots in 2 blocks	
EXISTING CONDITIONS:		
Land Use: Undeveloped	PROPOSED CONDITIONS:	
Zoning: A – Agricultural MA – Industrial	Land Use: Light industrial	
	Zoning: MA – Industrial	
Uses Allowed: Agriculture	Uses Allowed: MA – Light industrial uses	
Maximum Density Allowed: One unit/40 acres	Maximum Density Allowed: N/A	
PROPERTY HISTORY:		
Zoned: N/A	Platted: N/A	Annexed: N/A
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. Portions of the proposed subdivision are located within the Special Flood Hazard Area (SFHA) or 100-year floodplain and floodway. In addition, four federally designated wetlands are also located within the proposed subdivision. The applicant and the City of Bismarck are working with the US Army Corps of Engineers (USACE) to secure a Section 404 permit. The USACE requires any impact to wetlands to first be avoided, second minimized and finally mitigated. In addition, the applicant has submitted a request for approval of a floodplain development permit with the City of Bismarck. 2. The applicant also has requested a waiver to reduce the roadway width of Channel Drive in the proposed plat from 48 feet to 44 feet. The applicant has indicated the standard 80 feet of right-of-way will be provided and the Channel Drive will have limited access along the west side of the roadway due as to its proximity to the floodway and wetlands. This has been approved by the City Engineering Department as reducing the width of the roadway will help to achieve the minimization requirements in the USACE Section 404 permit. 		

FINDINGS:

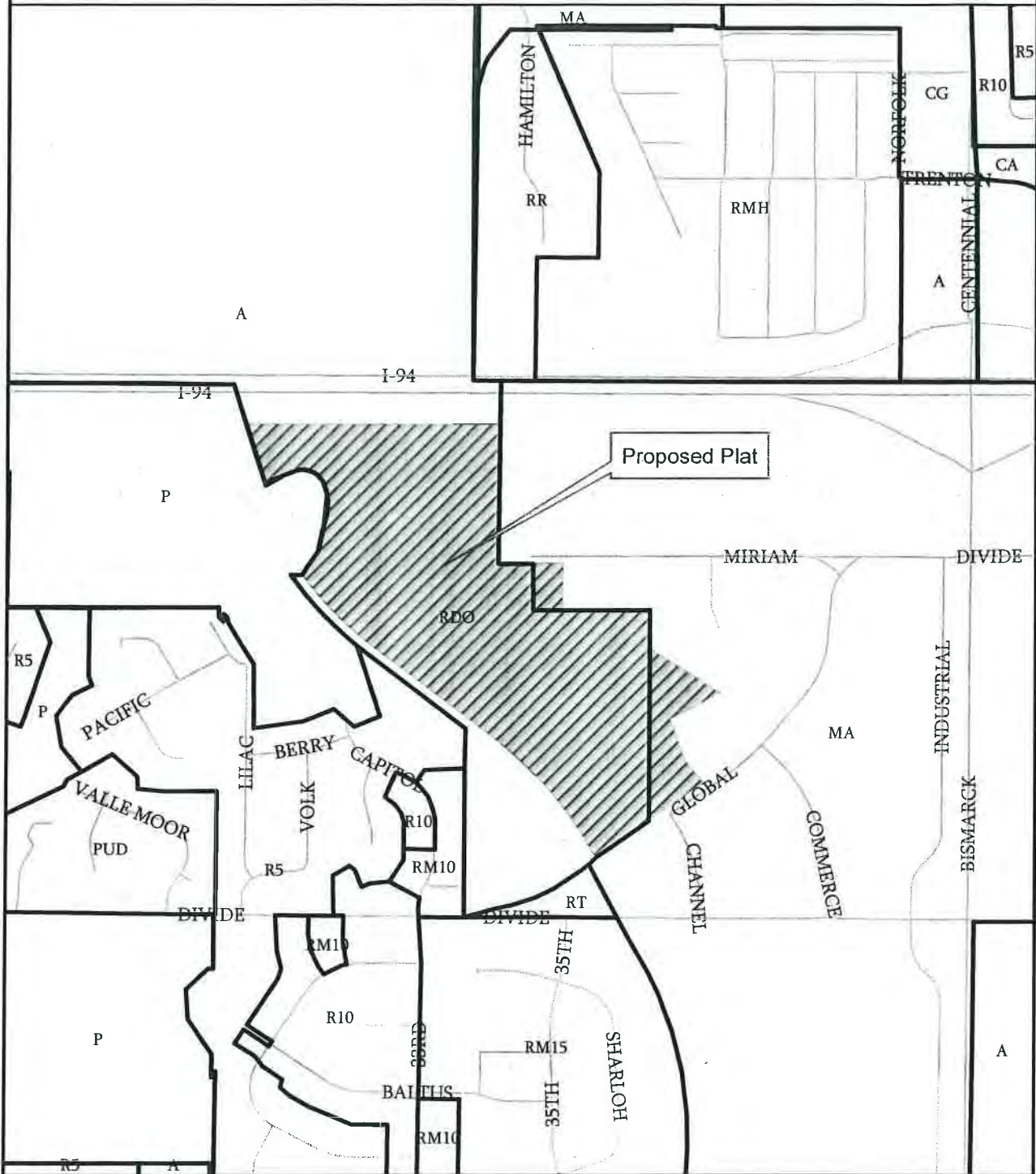
1. All technical requirements for approval of a final plat have been met.
2. The storm water management plan has been approved by the City Engineer.
3. The proposed subdivision is outside the area covered in the 2014 Fringe Area Road Master Plan. Channel Drive, a collector roadway, will be extended north from the intersection of East Divide Avenue and Global Drive to Miriam Avenue.
4. The proposed subdivision would be compatible with adjacent land uses. Adjacent land uses include undeveloped agricultural land and rural residential properties across Interstate 94 to the north, existing industrial to the east, undeveloped agricultural land and undeveloped RT – Residential zoned land to the south and existing residential and public land across the railroad tracks to the west.
5. The entire subdivision would be annexed prior to development; therefore, it would not place an undue burden on public services and facilities.
6. The proposed subdivision would not adversely affect the adjacent properties.
7. The proposed subdivision is consistent with the general intent and purpose of the zoning ordinance and subdivision regulations.
8. The proposed subdivision is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, January 28, 2015, and based on the above findings, recommended approval of the final plat for RDO Hay Creek Industrial Addition, including granting a waiver to reduce the roadway width of Channel Drive from 48 feet to 44 feet.

/jw

Proposed Plat & Zoning Change (A & MA to MA) RDO Hay Creek Industrial Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 1/14/2019 (hnb)

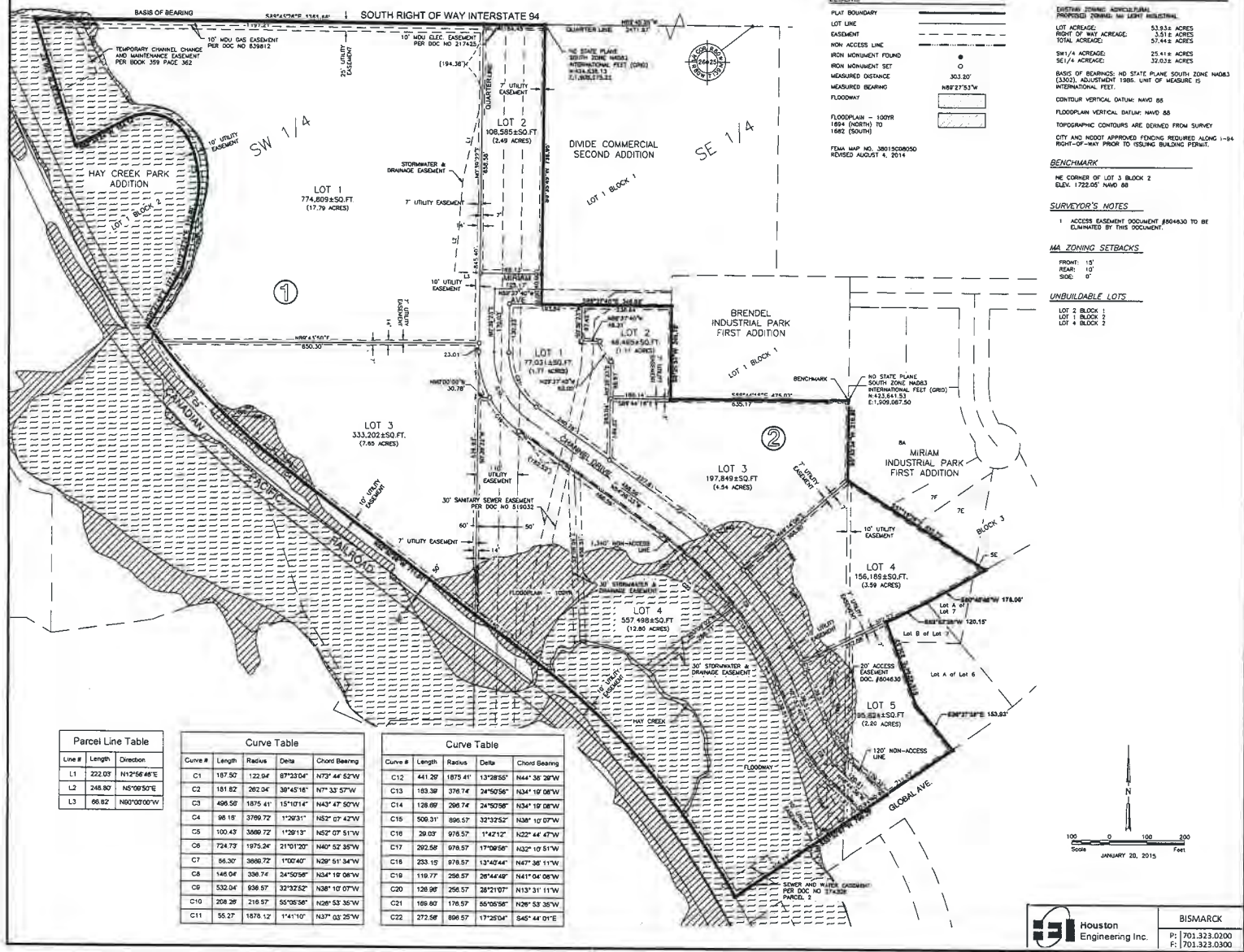
Source: City of Bismarck

0 700 1,400
Feet



RDO HAY CREEK INDUSTRIAL ADDITION

Being a Replot of: Tract B in E1/2SW1/4, Lot 3 and Part of Lot 5 of the W1/2SE1/4, Lot 5E of Lot 5, Lot 7D of Lot 7 and Lot 8C of Lot 8 of Block 3, Miriam Industrial Park First Addition, Lot B of Lot 6 and Lot C of Lot 7 of Block 3, Miriam Industrial Park First Addition, SECTION 26, TOWNSHIP 139 NORTH, RANGE 80 WEST OF THE 5TH PRINCIPAL MERIDIAN IN BURLEIGH COUNTY, NORTH DAKOTA.



JAN 20 2015

Bismarck

CITY/ETA SUBDIVISION SUBMITTAL REQUIREMENTS WAIVER REQUEST FORM

If any waivers from submittal requirements are being requested, this form must be completed and submitted in conjunction with the unified development application. For such waivers, approval from the appropriate department must be obtained prior to submitting the application.

PROPERTY INFORMATION:Name of Subdivision: RDO Hay Creek Industrial AdditionLocation of Subdivision: SE 1/2 Section 26 T139 N R80WName of Property Owner/Developer: RDO Holdings & Co / Ted SandersContact Person (if different from owner): Stan Harrison, Houston Eng. Inc**REQUESTED WAIVERS FROM SUBMITTAL REQUIREMENTS:**☐ **Area Concept Development Plan**

Prior approval from Director Community Development:

(signature & date)

Reason for Request:

☐ **Preliminary Stormwater Management Plan**

Prior approval from City Engineer:

(signature & date)

Reason for Request:

☐ **Preliminary Municipal Utility Servicing Plan**

Prior approval from Director of Utility Operation:

(signature & date)

Reason for Request:

☐ **USAB Roadway Submittal Requirements**

Prior approval from City Engineer:

(signature & date)

Reason for Request:

☒ **Other (Specify)**

Prior approval from appropriate department head:

(signature & date)

Reason for Request:

Variance request from 48' road width to 44 ft☐ **Other (Specify)**

Prior approval from appropriate department head:

(signature & date)

Reason for Request:

ORDINANCE NO. 6107

<i>First Reading</i>	<u>02/10/2015</u>
<i>Second Reading</i>	<u>02/24/2015</u>
<i>Final Passage and Adoption</i>	<u></u>
<i>Publication Date</i>	<u></u>

AN ORDINANCE TO AMEND AND RE-ENACT SECTION 14-03-02 OF THE 1986 CODE OF ORDINANCES, OF THE CITY OF BISMARCK, NORTH DAKOTA, AS AMENDED, RELATING TO THE BOUNDARIES OF ZONING DISTRICTS.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF BISMARCK, NORTH DAKOTA:

Section 1. Amendment. Section 14-03-02 of the Code of Ordinances of the City of Bismarck, North Dakota is hereby amended to read as follows:

The following described property shall be excluded from the MA-Industrial zoning district and included in the CG-Commercial zoning district:

The South 40 feet of the vacated Thayer Avenue adjacent to Blocks 1 and 2, Eagles Addition.

Section 2. Repeal. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

Section 3. Taking Effect. This ordinance shall take effect upon final passage, adoption and publication.

**BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT**

BACKGROUND:		
Title: The South 40 feet of the vacated East Thayer Avenue adjacent to Blocks 1 and 2, Eagles Addition – Zoning Change (MA to CG)		
Status: Board of City Commissioners	Date: February 10, 2015	
Owner(s): Fraternal Order of the Eagles M Family, LLC	Engineer: N/A	
Reason for Request: Rezone property to bring entire property, including vacated right-of-way under one zoning district.		
Location: In east Bismarck, east of North 26 th Street between East Rosser Avenue and East Broadway Avenue.		
Project Size: 14,800 square feet, more or less	Number of Lots: Adjacent to 2 blocks	
EXISTING CONDITIONS:		
Land Use: Block 1: Eagles club and undeveloped parcel Block 2: Multi-family residential	Land Use: Block 1: Eagles club and undeveloped parcel Block 2: Multi-family residential	
Zoning: MA - Industrial	Zoning: CG – Commercial	
Uses Allowed: MA – Light industrial, manufacturing, storage facilities and general commercial	Uses Allowed: CG – General commercial, multi-family residential, offices and fraternal clubs	
Maximum Density Allowed: MA – N/A	Maximum Density Allowed: CG – 42 units / acre	
PROPERTY HISTORY:		
Zoned: Pre-1980	Platted: Pre-1980	Annexed: Pre-1980
ADDITIONAL INFORMATION:		
<p>1. The proposed zoning change is being requested to bring all of the parcels included in Blocks 1 and 2, Eagles Addition into the same zoning district. East Thayer Avenue north of North 26th Street was vacated and added to the adjacent properties to the north (Blocks 1 and 2, Eagles Addition) in 1994. Prior to the vacation, the zoning district boundary separating the CG – Commercial zoning district and the MA – Industrial zoning district followed the centerline of East Thayer Avenue. This boundary was not adjusted when the entire vacated roadway was added to Blocks 1 and 2, Eagles Addition.</p>		
FINDINGS:		
<p>1. The proposed zoning change would be compatible with adjacent land uses. Adjacent land uses include existing commercial uses to the north, south and west and existing industrial uses to the south.</p>		

(continued)

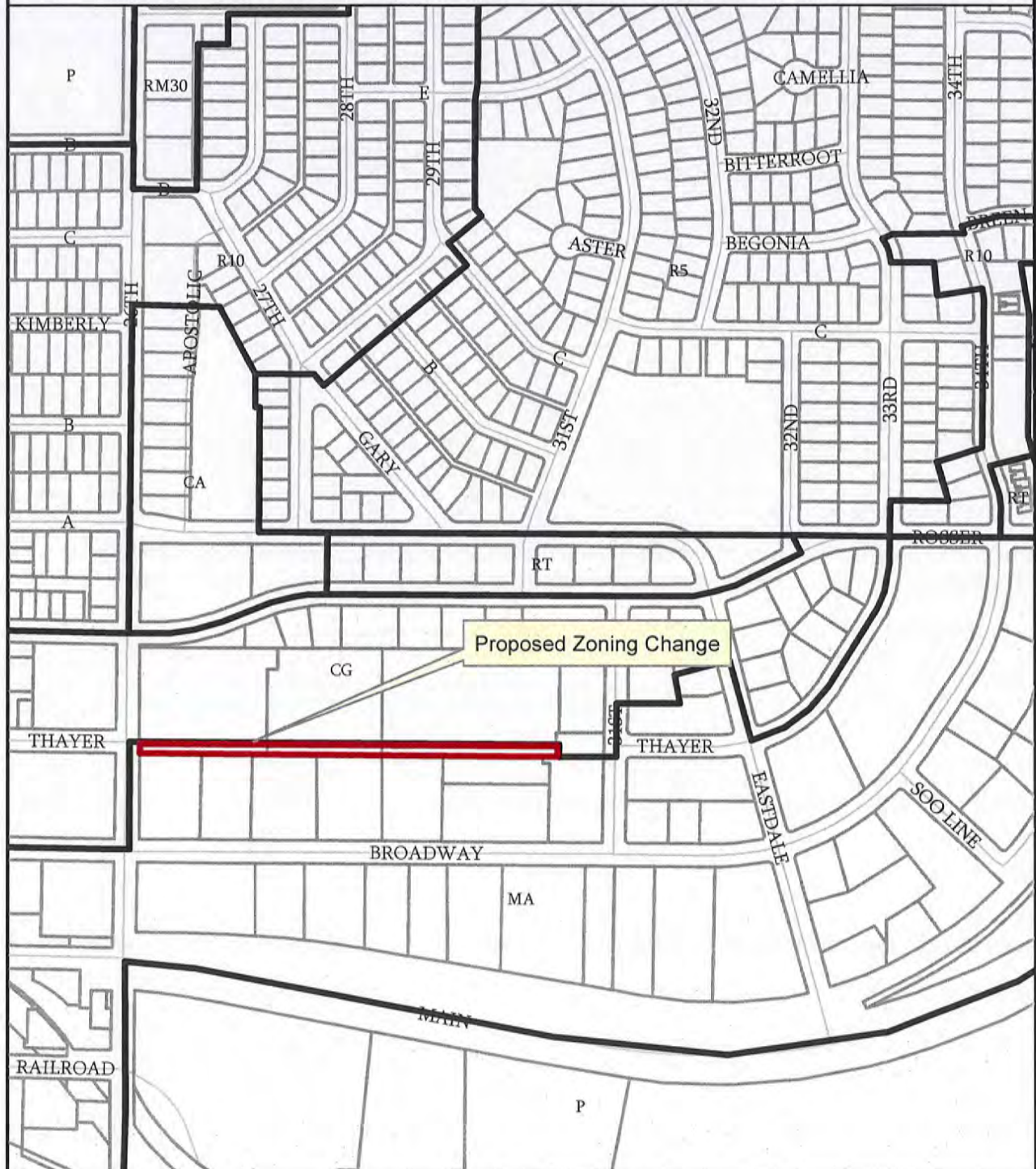
2. The property is already annexed; therefore, the proposed zoning change would not place an undue burden on public services.
3. The proposed zoning change would not adversely affect property in the vicinity.
4. The proposed zoning change is consistent with the general intent and purpose of the zoning ordinance.
5. The proposed zoning change is consistent with the master plan, other adopted plans, policies and accepted planning practice.

RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, January 28, 2015, and based on the above findings, recommended approval of the zoning change from the MA – Industrial zoning district to the CG – Commercial zoning district on the South 40 feet of the vacated East Thayer Avenue adjacent to Blocks 1 and 2, Eagles Addition.

/JW

Proposed Zoning Change (MA to CG) **The South 40' of the vacated Thayer Avenue** **adjacent to Blocks 1 and 2, Eagles Addition**



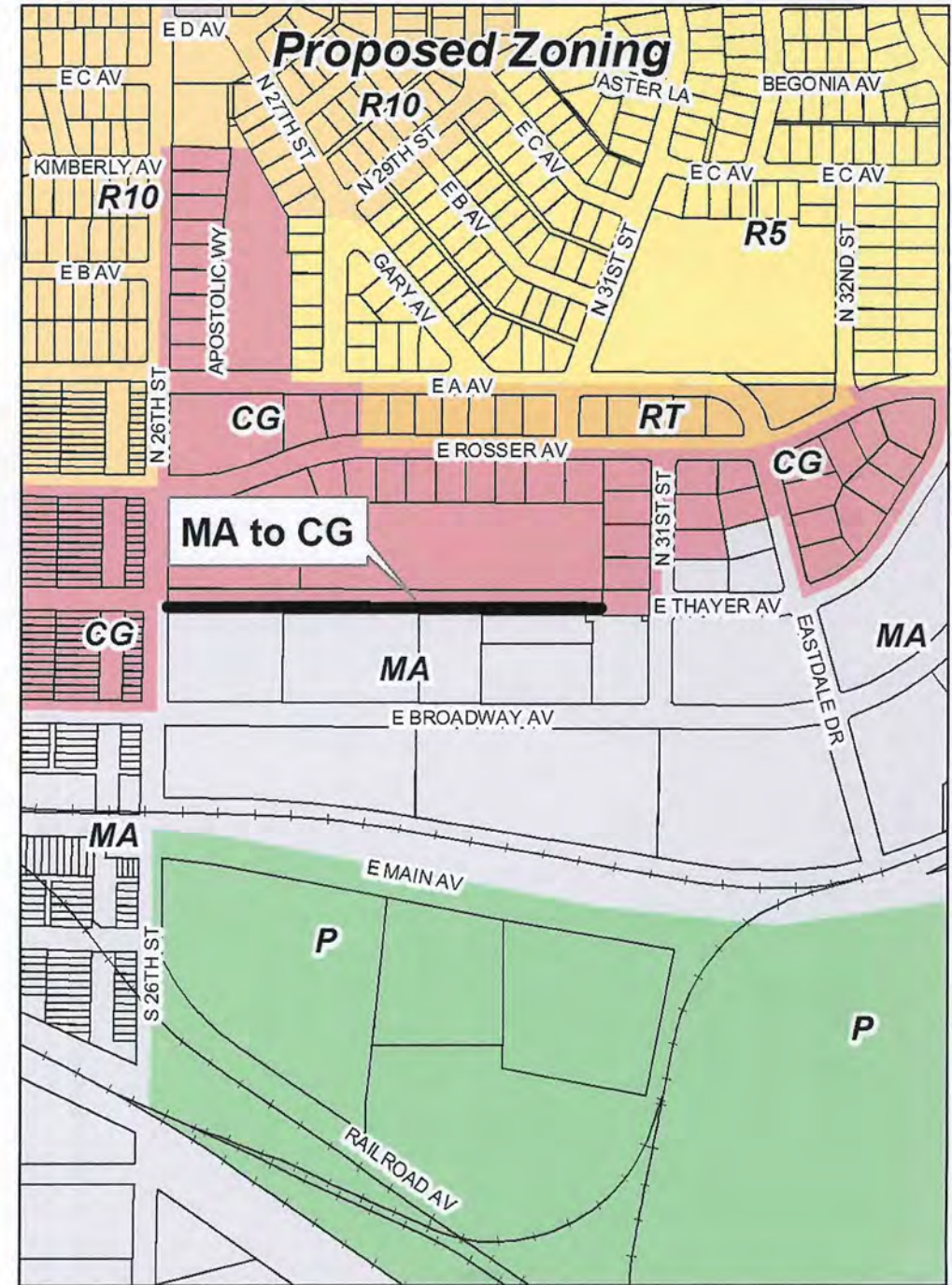
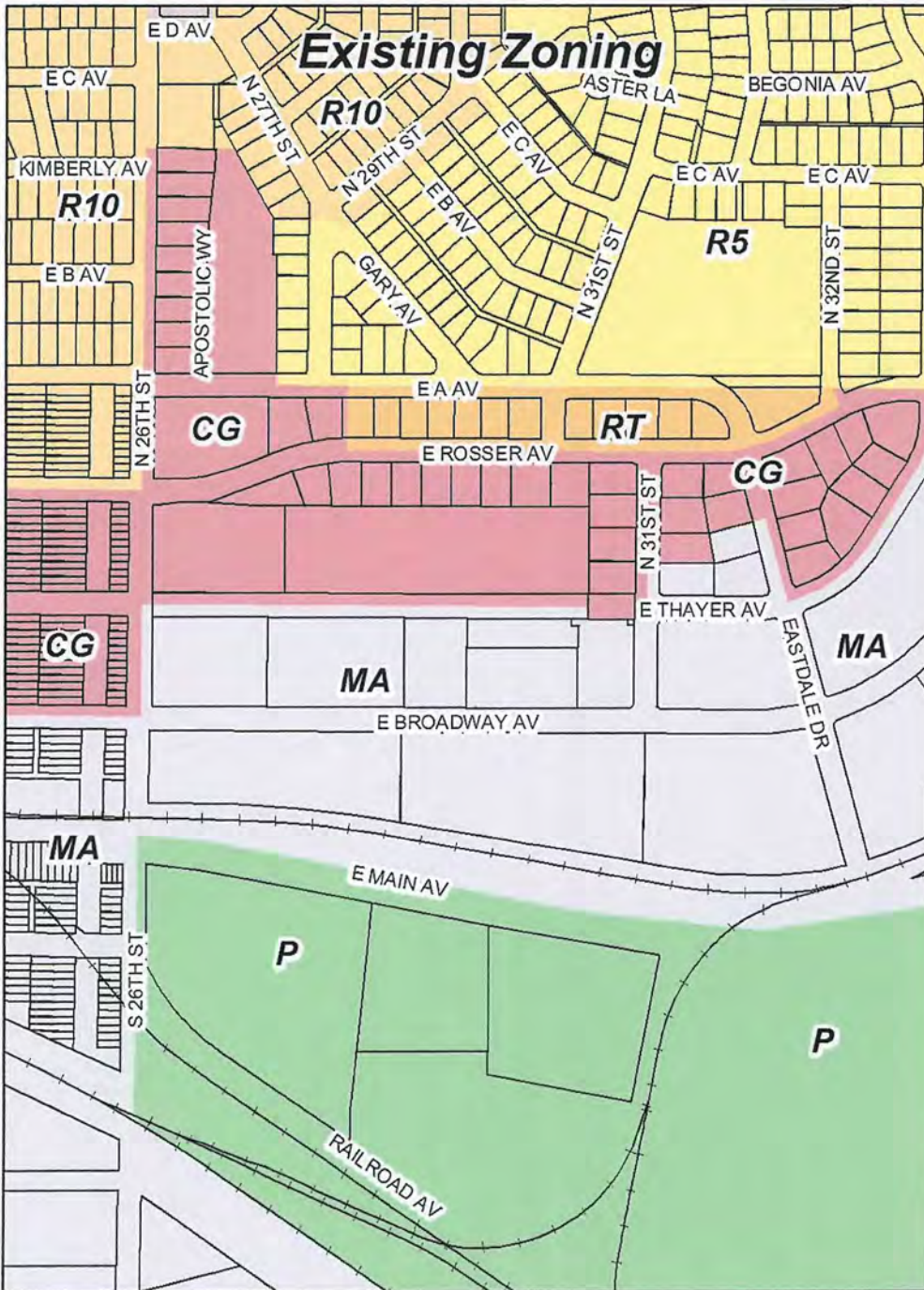
DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
 Date: 12/1/2014(hlb)

Source: City of Bismarck

0 475 950 Feet



The South 40 feet of the vacated East Thayer Avenue adjacent to BBlocks 1 & 2, Eagles Addition



0 250 500 1,000 Feet



This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

December 2014

BISMARCK COMMUNITY DEVELOPMENT DEPARTMENT STAFF REPORT

BACKGROUND:		
Title: Lot 1, Block 1, Boutrous 3 rd Addition – Special Use Permit (Digital Billboard) – APPEAL		
Status: Board of City Commissioners	Date: February 24, 2015	
Owner(s): The Boutrous Group, LLP – owner Dakota Outdoor Advertising – applicant	Consultant: RMG Outdoor, Inc.	
Reason for Request: Allow the placement of a forty-five (45) foot tall pylon sign with two 36' x 10.6' digital billboard faces less than 300 feet from a residential zoning district.		
Location: In central Bismarck, along the west side of North 12 th Street and the north side of East Capitol Avenue, west of State Street (2112 North 12 th Street).		
Project Size: 28,532 square feet	Number of Lots: 1 lot in 1 block	
EXISTING CONDITIONS:		
Land Use: Commercial	Land Use: Commercial (billboard/digital billboard)	
Zoning: CG – Commercial	Zoning: CG – Commercial	
Uses Allowed: General commercial uses	Uses Allowed: General commercial uses	
Maximum Density Allowed: 42 units/acre	Maximum Density Allowed: 42 units/acre	
PROPERTY HISTORY:		
Zoned: Pre-1980	Platted: 07/2008	Annexed: Pre-1980
ADDITIONAL INFORMATION:		
<ol style="list-style-type: none"> 1. The proposed special use permit is for a forty-five (45) foot tall pylon sign that will include two 36' x 10.6' digital billboard faces. The applicant has indicated that the sign will be oriented in such a manner as to ensure that the digital sign faces will not be seen by the residential properties to the west and northwest. The digital billboard faces will be visible to north and south facing traffic on State Street. The applicant has submitted renderings that would support this statement; those renderings are attached. 2. Section 4-04-12(5) of the City Code of Ordinances (Special Provisions for Digital Billboard Signs) includes a provision that digital billboards must be located at least 300 feet from any RR, RR5, R5, R10, RM or RMH zoning district, as measured from any part of the sign to the nearest property line in any residential zoning district. This distance may be reduced to 150 feet provided the following requirements are met: <ol style="list-style-type: none"> a. The digital billboard is oriented away from the residential property; b. No portion of the sign face or viewing surface of the digital billboard is visible from the residential property; and c. A special use permit is approved by the Planning & Zoning Commission in accordance with the provisions of Section 14-03-08. 		
<i>(continued)</i>		

3. According to the NDDOT 2011-2013 Urban High Crash Locations, the proposed special use would be placed at the 7th most dangerous intersection in the State of ND and the 2nd most dangerous intersection in the City of Bismarck. The NDDOT compiles this information based on scores according to crash severity. A copy of the document is attached.
4. The NDDOT has recently conducted a safety improvement project for State Street / US Highway 83 from East Divide Avenue to East Calgary Avenue. This study identifies a number of safety concerns and makes recommendations regarding lane assignments, traffic light visibility and other potential obstructions to the safe flow of traffic. As this project was recently completed, the City of Bismarck and the NDDOT have not made final determinations on which safety options will be implemented.
5. The applicant and landowner met with City staff on Wednesday, December 10, 2014 in an effort to alleviate staff's concerns with the proposed special use. The applicant provided staff with copies of studies from other cities and states throughout the country that indicate that digital billboards do not increase the potential for visual distractions resulting in higher crash statistics. Staff has reviewed the submitted information and understands the applicant's desire to place the digital billboards in a location that has a high volume of traffic to increase the visibility of the digital billboards. However, staff still has concerns with the proposed special use. In particular, placing a digital billboard at a location that has been designated as a high ranking dangerous intersection could increase the visual distractions and create additional unsafe driving conditions for all users of the roadway.
6. The applicant requested the email sent to staff on December 10, 2014 including copies of studies from other cities and states throughout the country be forwarded to the Board of City Commissioners for review prior to their meeting of February 24, 2015. This information was distributed in conjunction with the distribution of the agenda packet.

FINDINGS:

1. The proposed special use meets the provisions for a digital billboard outlined in Section 4-04-12(5) of the City Code of Ordinances. In particular, the digital billboard is oriented away from the residential properties and the sign faces or viewing surfaces of the digital billboard signs would not be visible from any of the residential property located within 300 feet of the sign based on the information submitted by the applicant.
2. Although the proposed special use meets the provisions for such a use in the zoning ordinance, the proposed special use is not completely in harmony with the purpose and intent of the zoning ordinance and the master plan of the City of Bismarck. In particular, the placement of digital billboards in a location that has been designated as a high ranking dangerous intersection may increase the potential for traffic accidents and cause unsafe driving conditions in this location.
3. The proposed special use may adversely affect the health and safety of the public and the workers and residents in the area. In particular, adding digital billboards in this location may increase visual distractions at an already high ranking dangerous intersection which may increase the crash potential in the area.

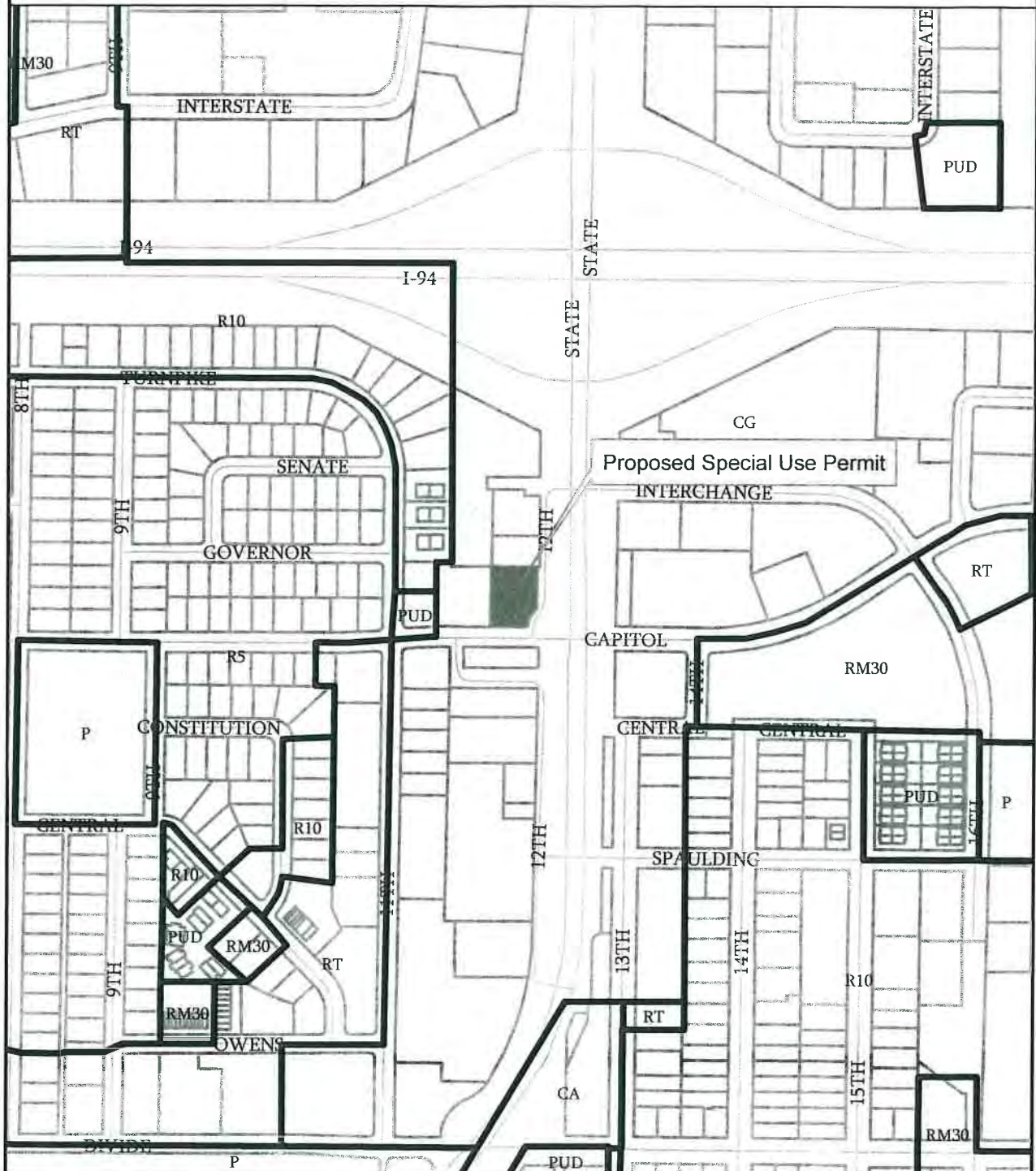
RECOMMENDATION:

The Planning & Zoning Commission held a public hearing on this request on Wednesday, December 17, 2014 and a continued public hearing on Wednesday, January 28, 2015, and based on the above findings, denied the special use permit to allow a forty-five (45) foot tall pylon sign with two 36'x10.6' digital billboard faces less than 300 feet from a residential zoning district.

Excerpts from the December 17, 2014 and January 28, 2015 Planning and Zoning Commission meetings are attached.

/JW

Proposed Special Use Permit Lot 1, Block 1, Boutrous 3rd Addition



DISCLAIMER: This map is for representation use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.
Date: 10/23/2016

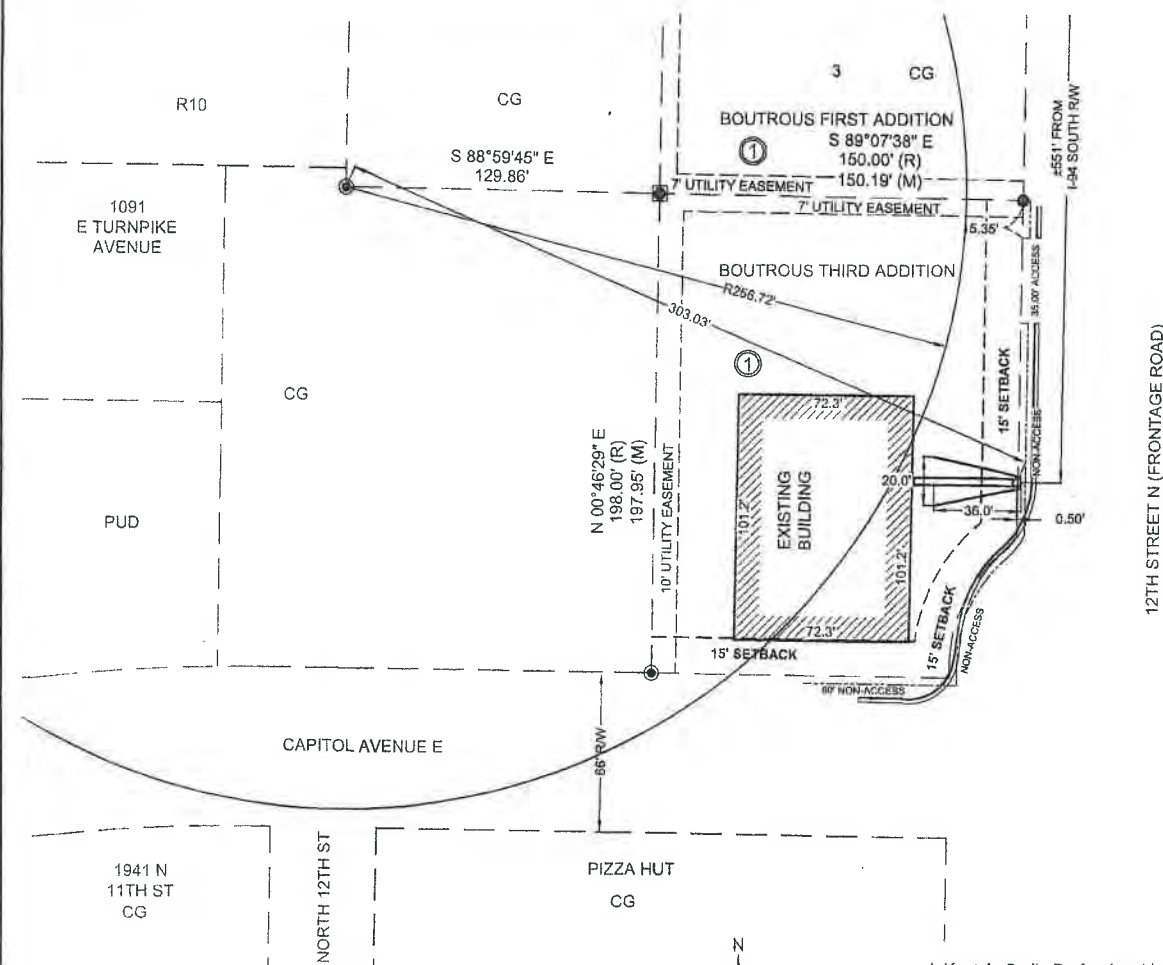
Source: City of Bismarck



0 437.5 875 Feet

001 13 704

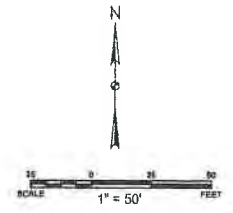
CERTIFICATE OF SURVEY



- LEGEND**
- YPC Unreadable - Found
 - 1/2" Rebar - Found
 - 1" Iron Pipe - Found
 - Adjacent Property Line
 - Building Setback Line
 - Easement Line
 - Curb and Gutter
 - Existing Building
 - PUD-Planned Unit Developments
 - RT-Residential District
 - R5-Residential District
 - R10-Residential District
 - RM13-Residential District
 - RM30-Residential District
 - CA-Commercial District
 - CG-Commercial District
 - P-Public Use District
 - Measured
 - Record

NOTE :
Survey was performed in U.S. State Plane NAD 1983 (Conus), North Dakota South Zone 3302, GEOID12A. Units are International Feet.

I, Kent A. Orvik, Professional Land Surveyor, N.D. PLS No. 3463, do hereby certify that the survey shown hereon was made by me, or under my direction, from notes made in the field, and the same is true and correct to the best of my knowledge and belief. The field survey was performed June 30, 2014.



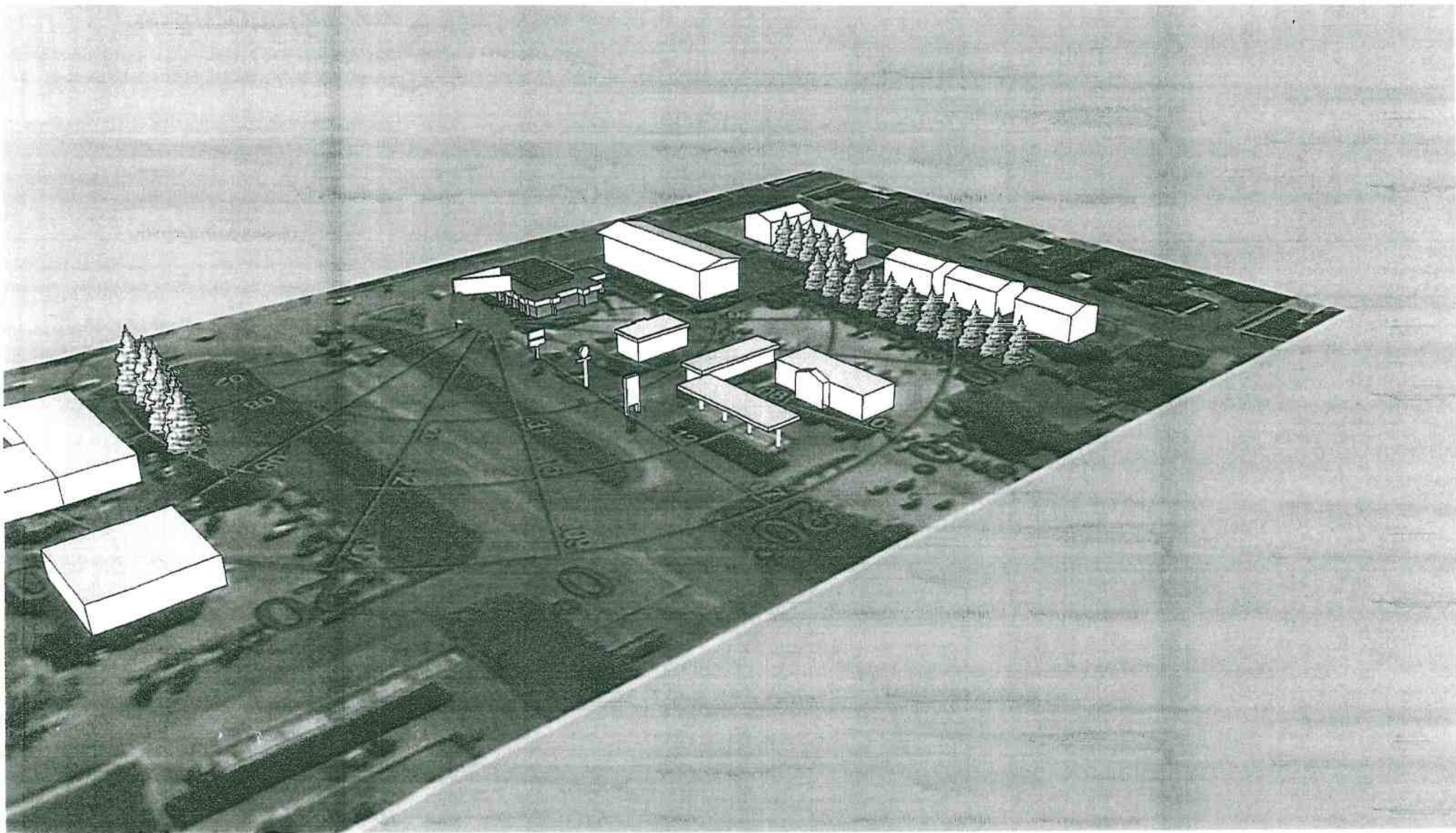
Kent A. Orvik
REGISTERED LAND SURVEYOR
N.D. PLS No. 3463
L.S. 3463

10/6/14
Date

2112 N 12TH ST - CORNERSTONE		SHEET NO. 1	
DAKOTA OUTDOOR ADVERTISING		LOT 1, BLOCK 1	
RAPID CITY, SOUTH DAKOTA		BOUTROUS THIRD ADDITION	
		BURLEIGH COUNTY	
		NORTH DAKOTA	
OWNER	CLIENT	PROJECT NO.	DATE
KLJ	KLJ	1814372	06/06/2014

- Exhibit "C" -

OCT 15 2014



- Exhibit "D" -

2011-2013 Urban High Crash Locations

23 USC § 409 Documents
 NDDOT Reserves All Objections

City	Location	Crash Severity					Total By Year	Total Crashes	Weighted Total Crashes	Rank 2011-2013	Trends
		Fatal	InjA	InjB	InjC	PDD					
Bismarck	State St & Century Ave	0	0	4	25	78	2011 = 30 2012 = 40 2013 = 37	107	272	5	Total crashes have been steady. There were 53 rear end crashes (21 of 58 occurred between 1 pm - 3 pm) and 19 left turn crashes (15 of 19 were WB to SB).
Bismarck	State St & Capitol Ave	1	0	8	12	48	2011 = 27 2012 = 20 2013 = 22	69	258	7	Total crashes have been steady. There was 1 fatal involving a NB vehicle that ran a red light. There were 32 rear end crashes (20 NB, 8 SB, 1 EB, and 3 WB), 23 of 32 rear end crashes occurred between 3 pm - 6 pm. There were 23 angle crashes (11 were SB & EB).
Bismarck	State St & Interstate Ave	0	1	0	26	69	2011 = 37 2012 = 30 2013 = 29	96	254	8	Total crashes have been steady. There were 57 rear end crashes (31 were NB, 14 SB, 6 EB, and 6 WB), 12 angle crashes, 9 left turn crashes (6 of 9 were SB to EB), and 13 sideswipe same direction (all NB).
Bismarck	Bismarck Expwy & 7th St	0	1	5	15	51	2011 = 20 2012 = 22 2013 = 30	72	225	12	Total crashes increased in 2013. There were 47 rear end crashes (21 SB, 13 EB, and 13 WB), and 13 sideswipe same direction crashes (12 of 13 were WB).
Bismarck	Bismarck Expwy & Washington St	0	1	3	16	56	2011 = 20 2012 = 23 2013 = 33	76	214	16	Total crashes increased in 2013. There were 47 rear end crashes (14 EB, 13 WB, 11 NB, and 9 SB), surface conditions were 4 wet, 8 ice/snow, 36 dry, and time of day were 9 crashes between 8am - 10 am and 22 crashes between 2pm -6pm.
Bismarck	State St & I-94 WB Ramps	0	2	4	6	50	2011 = 21 2012 = 26 2013 = 15	62	188	20	Total crashes peaked in 2012. There were 21 NB rear end crashes and 15 SB rear end crashes, with 17 of 36 (48%) during non-dry conditions (11 ice/snow, 6 wet). There were 8 NB+WB angle crashes.
Bismarck	State St & Divide Ave	0	0	2	16	68	2011 = 22 2012 = 28 2013 = 36	86	186	23	Total crashes have been increasing. There were 63 rear end crashes (26 SB, 17 NB, 13 WB, and 7 EB) with 18 ice/snow conditions and 19 crashes between 1pm-3pm. 10 sideswipe same direction crashes (8 of 10 SB).
Bismarck	Main Ave & 7th St	1	0	3	7	46	2011 = 23 2012 = 16 2013 = 18	57	171	26	Total crashes have been steady. There was 1 fatal crash that involved V1 SB which failed to stop at red light and hit a pedestrian. There were 22 rear end crashes (15 SB, 6 EB), 17 angle crashes (11 SB & WB, 6 SB & EB), and 16 sideswipe same direction crashes (13 SB).
Bismarck	Bismarck Expwy & 3rd St	0	1	3	10	45	2011 = 18 2012 = 20 2013 = 21	59	167	28	Total crashes have been steady. There were 18 WB rear end crashes, with 7 between 4pm and 5pm. There were 11 EB rear end crashes. There were 5 EB to NB left turn crashes, with 4 of 5 on the weekend.
Bismarck	Bismarck Expwy & 9th St / University Dr	0	1	4	7	43	2011 = 23 2012 = 12 2013 = 20	55	158	31	Total crashes dipped in 2012. There were 18 EB rear end crashes and 14 WB rear end crashes. There were 5 NB+EB angle crashes.
Bismarck	Bismarck Expwy & Divide Ave	0	1	2	9	40	2011 = 20 2012 = 19 2013 = 13	52	145	35	Total crashes decreased in 2013. There were 30 rear end crashes (14 WB, 7 SB, 6 ND, 3 EB), and 13 angle crashes.
Bismarck	Main Ave & 9th St	0	0	5	9	35	2011 = 19 2012 = 15 2013 = 15	49	144	38	Total crashes have been steady. There were 23 angle crashes (18 NB & EB, and 5 NB & WB), and 17 rear end crashes (8 NB, 4 EB, and 5 WB).

**BISMARCK PLANNING & ZONING COMMISSION
MEETING MINUTES
December 17, 2014**

The Bismarck Planning & Zoning Commission met on December 17, 2014 at 5:00 p.m. in the First Floor Conference Room in the City-County Office Building, 221 North 5th Street. Chairman Yeager presided. The meeting was not televised or recorded for future playback by Dakota Media Access.

Commissioners present were Tom Atkinson, Mel Bullinger, Mike Donahue, Vernon Laning, Doug Lee, Ken Selzler, Mike Seminary, Lisa Waldoch and Wayne Yeager.

Commissioner Mike Schwartz was absent.

Staff members present were Carl Hokenstad – Director of Community Development, Kim Lee – Planning Manager, Jason Tomanek – Planner, Jenny Wollmuth – Planner, Hilary Balzum – Community Development Office Assistant, Charlie Whitman – City Attorney and Jason Hammes – Assistant City Attorney.

**PUBLIC HEARING – SPECIAL USE PERMIT
LOT 1, BLOCK 1, BOUTROUS THIRD ADDITION**

Chairman Yeager called for the public hearing on the special use permit for a digital billboard to be located less than 300 feet from a residential zoning district on Lot 1, Block 1, Boutrous Third Addition. The property is located in central Bismarck, along the west side of North 12th Street and north side of East Capitol Avenue, west of US Highway 83 (2112 North 12th Street).

Ms. Wollmuth gave an overview of the request and said the applicant has indicated that the sign faces would be positioned in such a manner as to ensure that they will not be seen by the residential properties to the west and northwest, and would be visible to north and south bound traffic traveling on US Highway 83 or State Street.

Ms. Wollmuth then gave the following findings:

1. The proposed digital billboards meet the provisions outlined in Section 4-04-12(5). In particular, the digital billboard is oriented away from the residential properties and the sign faces or viewing surfaces of the digital billboard signs would not be visible from any of the residential property located within 300 feet of the sign.
2. The proposed special use is in harmony with the purpose and intent of the zoning ordinance and the master plan of the City of Bismarck.
3. The proposed special use may adversely affect the public health, safety and general welfare. In particular, adding digital billboards with a potential to increase visual distractions may increase the crash potential in the area.

Ms. Wollmuth then said staff has concerns with the proposed special use. In particular, the potential for the digital billboards to increase the number of visual distractions on an existing high traffic roadway (State Street) and near a high ranking dangerous intersection (State Street and East Capitol Avenue). According to the North Dakota Department of Transportation (NDDOT) 2011-2013 Urban High Crash Locations, the proposed special use would be placed near the 7th most dangerous intersection in the state of ND and the 2nd most dangerous intersection in the City of Bismarck.

Ms. Wollmuth added that the NDDOT has recently conducted a safety improvement study for State Street / US Highway 83 from East Divide Avenue to East Calgary Avenue. This study identifies a number of safety concerns and makes recommendations regarding lane assignments, traffic light visibility and other potential obstructions to the safe flow of traffic. As this project has not been finalized, the City of Bismarck and the NDDOT have not made final determinations on which safety options will be implemented.

Ms. Wollmuth then said the applicant and landowner met with City staff on Wednesday, December 10th in an effort to alleviate staff's concerns with the proposed special use. The applicant provided staff with copies of studies from other cities throughout the county that indicate that digital billboards do not increase the potential for visual distractions resulting in higher crash statistics. City staff would like to conduct further research prior to making a final recommendation on the proposed special use.

Ms. Wollmuth said based on this information, staff recommends continuing the public hearing on the special use permit request to allow a forty-five (45) foot tall pylon sign with two 36' x 10.6' digital billboard faces less than 300 feet from a residential zoning district to the January 28, 2014 meeting of the Bismarck Planning and Zoning Commission to allow staff additional time to further research the information submitted by the applicant and the safety improvements outlined in the NDDOT safety improvement study.

Commissioner Bullinger said the NDDOT recently advised that the safety improvement study might not be bid on for several more months. He said this is a dangerous intersection that could potentially have more traffic diverted towards the location of the proposed billboard in the near future.

Commissioner Seminary said he spent some time recently looking at State Street as whole and he is very concerned for the safety of the motorists using it. He said there are challenges with moving traffic because of various constraints and after Washington Street, State Street is the only north-south arterial and most of the problems are with a high number of accidents and distracted driving. He said digital billboards can be very helpful but this is still a highway that has already had a lot of signage put on it. He said he could not support another billboard on State Street at this time.

Commissioner Atkinson asked if they have to stick with the recommendation to continue the public hearing on this request. Ms. Wollmuth said that is preferred as the applicant is out of

state in South Dakota and were under the impression that the recommendation would be to continue the request, not table it.

Commissioner Donahue pointed out that the urban high crash chart shows that the number of westbound to southbound crashes was the highest.

Commissioner Laning asked if they could just deny the request if they felt inclined to do so. Ms. Wollmuth said they could however the applicant is under the impression that the request would be continued to the January 2015 meeting and are not in attendance. Ms. Wollmuth further stated that the applicant would like to address the board at next months' meeting.

Chairman Yeager opened the public hearing.

There being no comments, Chairman Yeager closed the public hearing.

Ms. Wollmuth added that they did not receive any comments from any adjacent property owners and that the applicant did hold a formal neighborhood meeting and there was not any negative feedback given.

MOTION: Based on the findings contained in the staff report, Commissioner Laning made a motion to continue the public hearing on a special use permit to allow a forty-five (45) foot tall pylon sign with two 36' x 10.6' digital billboard faces less than 300 feet from a residential zoning district to the January 28, 2015 meeting of the Bismarck Planning and Zoning Commission to allow staff additional time to further research the information submitted by the applicant and the safety improvements outlined in the NDDOT safety improvement study. Commissioner Donahue seconded the motion and the request was unanimously approved with Commissioners Atkinson, Bullinger, Donahue, Laning, Lee, Selzler, Seminary, Waldoch and Yeager voting in favor of the motion.

BISMARCK PLANNING & ZONING COMMISSION
MEETING MINUTES EXCERPT
January 28, 2015

The Bismarck Planning & Zoning Commission met on January 28, 2015 at 5:00 p.m. in the First Floor Conference Room in the City-County Office Building, 221 North 5th Street. Chairman Yeager presided.

Commissioners present were Tom Atkinson, Mel Bullinger, Mike Donahue, Kathleen Jones, Doug Lee, Mike Schwartz, Lisa Waldoch and Wayne Yeager.

Commissioner Seminary participated via telephone.

Commissioners Vernon Laning and Ken Selzler were absent.

Staff members present were Carl Hokenstad – Director of Community Development, Kim Lee – Planning Manager, Jason Tomanek – Planner, Jenny Wollmuth – Planner, Hilary Balzum – Community Development Office Assistant, Steve Saunders – Transportation Planner, William Hutchings – Transportation Planner, Charlie Whitman – City Attorney and Jason Hammes – Assistant City Attorney.

CONTINUED PUBLIC HEARING – SPECIAL USE PERMIT
LOT 1, BLOCK 1, BOUTROUS THIRD ADDITION

Chairman Yeager called for the continued public hearing on the special use permit to allow a forty-five (45) foot tall pylon sign with two 36'x10.6' digital billboard faces less than 300 feet from a residential zoning district. The property is located in central Bismarck, along the west side of North 12th Street and the north side of East Capitol Avenue, west of State Street (2112 North 12th Street).

Ms. Wollmuth explained that this request was continued at the December 17, 2014 of the Planning Commission to allow staff additional time to further research the information submitted by the applicant and the safety improvements outlined in the NDDOT Safety Improvement Study.

Ms. Wollmuth then said staff has concerns with the proposed special use. In particular, the potential for the digital billboards to increase the number of visual distractions on an existing high traffic roadway (State Street) and near a high ranking dangerous intersection (State Street and East Capitol Avenue). According to the NDDOT 2011-2013 Urban High Crash Locations, the proposed special use would be placed near the 7th most dangerous intersection in the state of ND and the 2nd most dangerous intersection in the City of Bismarck.

Ms. Wollmuth added that the NDDOT has recently conducted a safety improvement study for State Street / US Highway 83 from East Divide Avenue to East Calgary Avenue. This study identifies a number of safety concerns and makes recommendations regarding lane assignments, traffic light visibility and other potential obstructions to the safe flow of traffic. The City of Bismarck and the NDDOT have not made final determinations on which safety

options outlined in this study will be implemented, but hope to have a safety improvement project in place for 2015 or 2016.

Ms. Wollmuth then said the applicant and landowner met with City staff on Wednesday, December 10, 2014, in an effort to alleviate staff's concerns with the proposed special use. The applicant provided staff with copies of studies from other cities and states throughout the country that indicated that digital billboards do not increase the potential for visual distractions resulting in higher crash statistic. Staff has reviewed the submitted information and understands the applicant's desire to place the digital billboards in a location that has a high volume of traffic to increase the visibility of the digital billboards. However, staff still has concerns with the proposed special use.

Ms. Wollmuth gave an overview of the request, including the following findings:

4. The proposed special use meets the provisions for a digital billboard outlined in Section 4-04-12(5) of the City Code of Ordinances. In particular, the digital billboard is oriented away from the residential properties and the sign faces or viewing surfaces of the digital billboard signs would not be visible from any of the residential property located within 300 feet of the sign based on the information submitted by the applicant.
5. Although the proposed special use meets the provisions for such a use in the zoning ordinance, the proposed special use is not completely in harmony with the purpose and intent of the zoning ordinance and the master plan of the City of Bismarck. In particular, the placement of digital billboards in a location that has been designated as a high ranking dangerous intersection may increase the potential for traffic accidents and cause unsafe driving conditions in this location.
6. The proposed special use may adversely affect the health and safety of the public and the workers and residents in the area. In particular, adding digital billboards in this location may increase visual distractions at an already high ranking dangerous intersection which may increase the crash potential in the area.
7. Although the proposed special use would be oriented away from the residential properties to the north and northwest, it may be detrimental to the use or development of adjacent properties. In particular, adding digital billboards may increase visual distractions at an already high ranking dangerous intersection which may increase the crash potential in the area.
8. The proposed special use does not completely comply with all of the special regulations established by Section 14-03-08 of the City Code of Ordinances. In particular, the visual distractions in this area may be increased with the placement of the proposed digital billboards causing a negative impact on the safety and welfare of the public.

Ms. Wollmuth said based on the above findings, staff recommends denial of the special use permit to allow a forty-five (45) foot tall pylon sign with two 36'x10.6' digital billboard

faces less than 300 feet from a residential zoning district for Lot 1, Block 1, Boutrous Third Addition.

Commissioner Lee said he wanted to confirm that this item only needs a special use permit because of the close proximity to the residential neighborhood. Ms. Wollmuth said that is correct. Commissioner Lee asked if it will be visible to that neighborhood. Ms. Wollmuth said according to the drawings submitted with the application, the reader boards will face away from the residences and should not be visible to them.

Chairman Yeager opened the public hearing.

Mike Derby, Dakota Outdoor Advertising, said they have been before this Commission previously for a digital billboard to be placed on Bismarck Expressway and that request was approved. He said a neighborhood meeting was held to address concerns with the residents and all of the concerns raised at that time have since been settled. He said the business he is with has been a family business since 1965 and with technological advances they are changing to a digital sign company and he understands the concerns that come with that. He said he feels if digital billboards were causing a bulk of accidents then he would anticipate that being proven and that has not been the case.

Commissioner Atkinson asked if there will be a negative impact on this project if it is put off until the NDDOT study is complete. Commissioner Bullinger said that might not be until May or June. Mr. Derby said if that is the case then yes, it will have a negative impact on this project. He added that he is confident that the study they are doing will not reveal any negative impact from digital signs and he would like the sign to be up by the beginning of the summer, adding it will take anywhere from sixty to ninety days to erect the sign once it is approved.

Commissioner Bullinger clarified that the NDDOT will not come back and say no to digital billboards, but they can put stipulations on placement and said the study is solely for safety and traffic channelization improvements.

Bob Lewis, Dakota Outdoor Advertising member and representing attorney for Mr. Derby, said the NDDOT did permit the billboard and that his client wants to work closely with the City as well as the residents to address concerns. He said they are within 300 feet of a residential zone but they are further than that away from any actual residential structure. He said a static billboard could have been constructed by now without a special use permit and that studies have shown no difference between digital billboards and static billboards or that they cause any different distractions than anything else on the roadway. Mr. Lewis also stated that under the law, the Planning and Zoning Commission has limited discretionary authority to review and make findings and conclusions. He went on to explain to the Planning and Zoning Commission that they must have reasonable grounds for the conclusion reached and that there needs to be facts presented to the Commission. He stated that staff's recommendations are arbitrary and capricious because the applicant has submitted studies showing that digital billboards pose no greater risk than static billboards as far as driver distractions. He went on to reference the studies submitted prior to the meeting in support of digital billboards. He stated that in all of those studies there is no direct evidence that

roadside billboards play a direct role in distraction based crashes. He also stated that there is no evidence presented to the Commission that states that digital billboards increase crashes. He reiterated this statement by summarizing the conclusions of the studies he presented to the Commission. He said this location is the number two most dangerous intersection in Bismarck but is number six in the actual number of crashes and that it was ranked as number two because there was a fatality associated with one of the crashes at this intersection. He asked where the line would be drawn to conclude that a digital billboard could not be placed at a location, and stated that there is no evidence supporting the fact that a digital billboard placed in this location would be more dangerous. He further stated that the digital billboard will hold an image for eight seconds before it changes, and studies show that the driver looks at the billboard for about one second. He reiterated that there is no basis for the conclusion that the placement of a digital billboard in those location may cause a distraction as a reason to deny a digital billboard in this location, and that facts have not been provided that would support staff's decision, rather it is a gut feeling of staff or an arbitrary feeling as it is not supported by the evidence presented. He asked that the Planning and Zoning Commission to approve the proposed special use.

Commissioner Bullinger asked if the permit that was filled out differentiates whether the proposed billboard would be static or digital. Mr. Lewis said he does not have the permit with him but they usually say which type it will be.

Commissioner Waldoch asked if the 3-D rendering of the height of the billboard is accurate in comparison to the height of the building it will be next to. Mr. Lewis said it only shows how far the light off the billboard will reach, not necessarily an accurate height ratio.

Commissioner Seminary asked how many signs Dakota Outdoor Advertising has in Bismarck. Mr. Derby said they have done five.

Commissioner Lee asked if any of their signs are on State Street. Mr. Derby said none of them are.

Mike Boutrous, owner of the proposed location, said he wanted to reiterate that none of the adjacent owners have any issues with this proposal and that he asks the special use permit be approved at this time.

There being no further comments, Chairman Yeager closed the public hearing.

Commissioner Seminary said he is happy to hear from the applicants of their desire to work with the City and he does support advertising. However, he draws the line when potential is seen for an increased danger because of a billboard, and as the Mayor of the City, that is all he needs to know. He said he feels this proposal is particularly sensitive as it is in a location where in one day there is an average of 21 speeding citations issued. He said he feels it would be irresponsible to support something of that nature.

Commissioner Lee said he disagrees because the NDDOT issued a permit and they rely on the engineers and their judgment in allowing it without any negative impact.

Chairman Yeager asked if there is any violation of the city ordinance if this is approved. Mr. Whitman said the Commission can either grant it or not grant it, but there is not a prohibition of a digital billboard in the city ordinance; it does fall under the items needing a special use permit in order to be allowed. He said if it is not approved here then the applicants can appeal the decision to the Board of City Commissioners.

Ms. Wollmuth stated that it is unclear if the NDDOT researches safety implications prior to issuing an Outdoor Advertising Permit and Alteration Application and that she has spoken with the Building Official and Zoning Administrator for the City of Bismarck, Brady Blaskowski, and he stated that the NDDOT Outdoor Advertising Permit and Alteration Application is submitted to the local zoning office for verification that a proposed sign can be located within a particular zoning district. She asked that the board look at the NDDOT Outdoor Advertising Permit and Alteration Application and noted that in bold letters at the bottom of the permit it states that, "this permit does not authorize the violation of local zoning ordinances." She also stated that the type of sign message indicated on the permit states "digital-varies."

Lieutenant Jeff Solemsaas, Traffic Commander Bismarck Police Department, said that he sees daily traffic incidents adding that the point here is that in order to be considered an intersection collision, a collision must occur within the parallel lines of an intersection. He said 60% of the collisions in this location are rear end collisions and that the entire State Street corridor is riddled with traffic collisions. He added that the purpose of a digital billboard is to draw attention and for people to look at it and distract their attention away from their driving.

Commissioner Lee asked if Mr. Solemsaas has ever had anybody say they were in an accident because they were distracted by a billboard.

Commissioner Seminary said he would like to call the question as a motion and second have already been given. Mr. Whitman said all of the commissioners will have to agree to call the question and have roll called. The general consensus of the Commission was to have the question answered. Mr. Solemsaas said he has heard many excuses from people as to why an accident was caused, but he has not had anybody say specifically it was because they were looking at a billboard.

Chairman Yeager said as a Commission they can vote as they wish but he feels they are in a position where the ordinance should be followed as well as the staff recommendation and the needs of the community.

MOTION: Based on the findings contained in the staff report, Commissioner Seminary made a motion to deny the special use permit to allow a forty-five (45) foot tall pylon sign with two 36'x10.6' digital billboard faces less than 300 feet from a residential zoning district for Lot 1, Block 1, Boutrous Third Addition.. Commissioner Donahue seconded the motion and the request was unanimously denied with Commissioners Atkinson, Bullinger, Donahue,

Jones, Schwartz, Seminary, Waldoch and Yeager voting in favor of the motion. Commissioner Lee opposed the motion.

DAKOTA

Outdoor Advertising

Carl Hokenstad, AICP
Director of Community Development
221 N. 5th St.
Bismarck, N.D. 58506


PLEASE TAKE NOTICE that Dakota Outdoor Advertising, LLC, and the Boutrous Group, LLP, pursuant to §§14-05-03 and 14-01-06 of the Bismarck Code of Ordinances, hereby APPEAL the denial of their request for a Special Use Permit for a digital billboard to be located on Lot 1, Block 1, Boutrous 3rd Addition.

The grounds for this APPEAL are as follows:

1. As noted in the Planning and Zoning Finding #1, the proposed special use meets the provisions for a digital billboard as outlined in Section 4-04-12(5) and that the application was proper and complete in all respects.
2. In the exercise of its "limited discretionary powers," the Planning and Zoning Commission was acting in a "quasi-judicial" capacity which required it to make findings of fact and act reasonably based on the evidence presented to it. The Planning and Zoning Commission failed to require evidence to support its conclusions and, in fact, the evidence presented did not support its conclusions, and the Commission thereby violated the Appellants' right to due process and otherwise failed to act in accordance with the applicable laws and ordinances.
3. The Planning and Zoning Commission failed to issue written findings based on the evidence presented to it in support of its conclusions in violation of N.D.C.C. §40-47-04.
4. The Planning and Zoning Commission's decision to deny the Special Use Permit was an abuse of its "limited discretionary powers" in that the decision was unsupported by the evidence and that the decision was therefore arbitrary, capricious, unreasonable and a misapplication and misinterpretation of the law.

For these reasons, which will be more thoroughly set out at the hearing and/or in pre-hearing filings, and based on additional grounds to be presented at the hearing, the decision of the Planning and Zoning Commission should be overturned and the application for a Special Use Permit should be approved.

Dated the 6th day of February, 2015.


Robert L. Lewis
Member, Dakota Outdoor Advertising, LLC

Michael Boutrous
Boutrous Group, LLP

1301 W. Omaha Street, Ste. 224, Rapid City, SD 57701

Phone: 701.690.5007 Fax: 605.716.7368

www.dakota-outdoor.com



February 13, 2015

Robert L. Lewis
1301 W. Omaha Street Suite 224
Rapid City SD 57701

Dear Mr. Lewis:

This letter is to inform you that we have received notification from the City Planning & Zoning Commission that you wish to appeal the denial of a special use permit to locate a digital billboard less than 300 feet from a residential zoning district on Lot 1, Block 1, Boutrous 3rd Addition.

We will put your issue on the regular agenda of the February 24, 2015, City Commission meeting. The meeting will be held in the Tom Baker Meeting Room of the City/County Office Building at 221 North Fifth Street and begin at 5:15 p.m.

This will give you an opportunity to appear, if you wish. You may waive, in writing, the right to appear.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith J. Hunke", is written over a horizontal line.

Keith J. Hunke
Assistant City Administrator

KJH/keh

cc: Carl Hokenstad, Director of Community Development
Robert L. Lewis via email due to time constraints
Mike Boutrous, Boutrous Group LLP

BISMARCK RENAISSANCE ZONE AUTHORITY STAFF REPORT

BACKGROUND:

Title:

Juniper, LLC – Expanding Business Lease

Status:

Board of City Commissioners

Date:

February 24, 2015

Street Address:

124 North 4th Street/315 East Broadway Avenue

Legal Description:

Lots 1-2, Block 50, Original Plat

Project Type:

Lease – Expanding Business

Renaissance Zone Block Number:

Block 19

Applicant:

Juniper, LLC/ Beth Nodland & John Morrison

Owner:

Nodmor, LLC

Project Description:

The applicant is proposing to remodel and lease office space in a previously-designated Renaissance Zone project building (124 North 4th Street, Project 58-B). The applicants have indicated they would be leasing approximately 7,000 SF of the second floor office space and it will be demolished and remodeled as professional office space for Juniper, LLC, doing business as Juniper Environmental Consulting. Capital improvements include structural, electrical systems, mechanical systems and plumbing upgrades. A full-service elevator will be installed in the building in conjunction with the renovation project.

PROJECT INFORMATION:

Parcel Size:

7,000 square feet

Building Floor Area:

13,904 square feet (total)

Certificate of Good Standing:

Received

Lease Area:

7,000 square feet

Estimated Property Tax Benefit:

N/A

Estimated Income Tax Benefit:

\$25,000 over 5 years

PROJECT REVIEW GUIDELINES:

High Priority Land Use:

Yes – office use

Targeted Area:

Yes – vacant space

Public Space/Design:

N/A

Capital Investment:

\$1,233,000 (estimate)

New/Expanding Business:

Yes – expanding business

Historic Property:

N/A

ADDITIONAL INFORMATION:

1. This property was designated as a Renaissance Zone project in 2010 when then owner, TFRE, LLC renovated a substantial portion of the main floor of the building that is currently occupied by the Toasted Frog restaurant. The improvement work completed by TFRE, LLC did not include any work to the second floor of the building.

FINDINGS:

1. The proposed use is consistent with the City's Renaissance Zone Development Plan.
2. The lease will be for an expanding business currently located in downtown Bismarck. The applicants' business currently occupies approximately 2,200 SF in a different building; the additional lease area is nearly 5,000 square feet more than the current leased area occupied by Juniper, LLC. The applicants have indicated a desire to add additional staff and personnel with this project.

(continued)

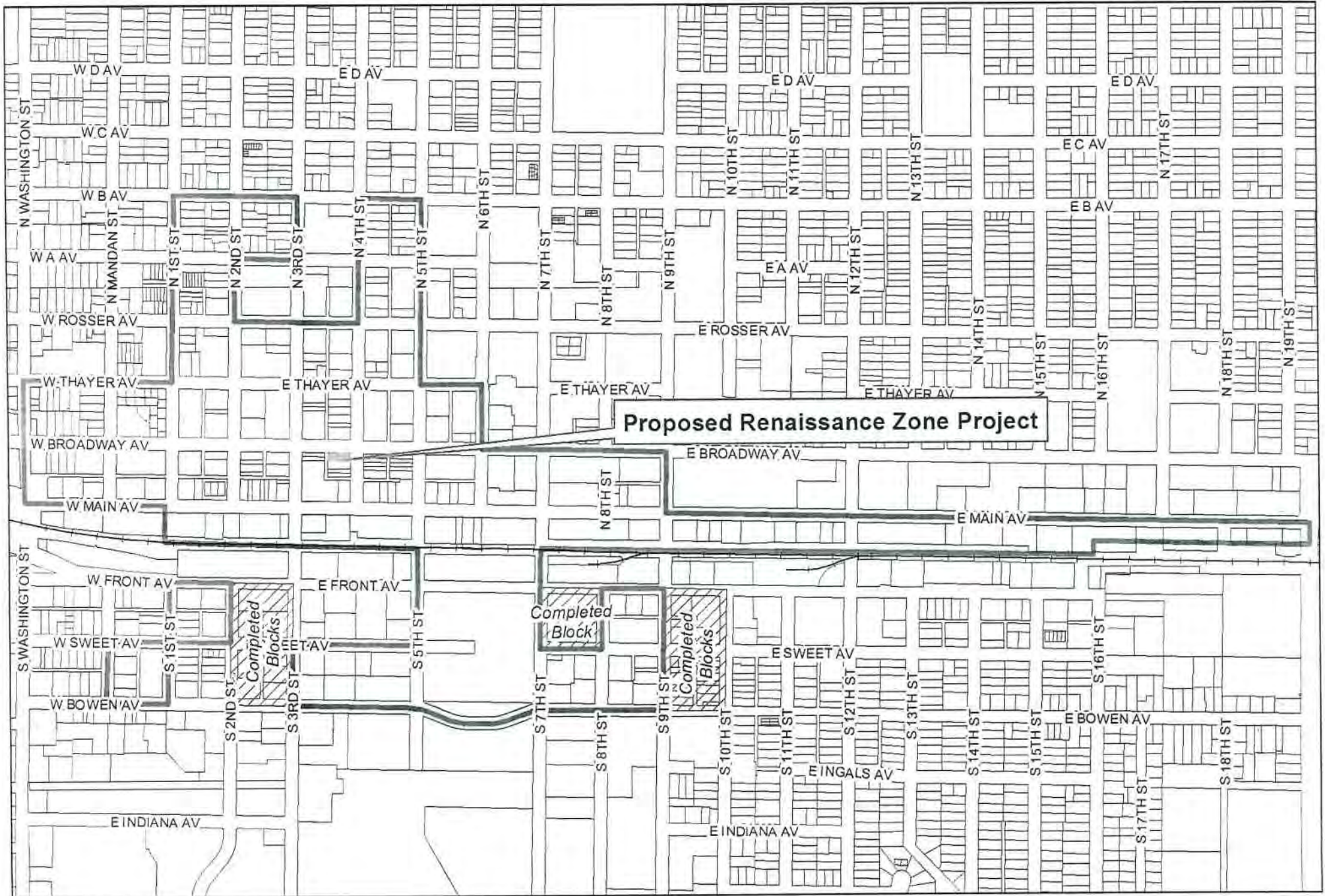
3. The applicant would be occupying space in a building that has previously been classified as a Renaissance Zone Rehabilitation Project; however, no renovations were made to the second floor of the building. The applicant has indicated an estimated investment of \$1,233,000 to remodel the space. Based on this estimate, the average price-per-square-foot is \$176.14.
4. The project completion date is projected for the spring of 2015.

RECOMMENDATION:

The Renaissance Zone Authority held a public hearing on February 17, 2015, and based on the above findings, recommended approval of the designation of the lease of space at 124 North 4th Street/315 East Broadway Avenue by Juniper, LLC, as a Renaissance Zone project with an exemption from state tax on income derived from the business location for five years beginning with the date of occupancy.

Title: Juniper, LLC		Project Type: Expanding Business Lease	
Current Valuation: N/A		Proposed Capital Investment: \$1,233,000/\$176.14 psf	
MINIMUM CRITERIA:		Possible Points	Staff Rating
Proposals Involving a Commercial Lease (Tenancy, Not Ownership):			
1	Use consistent with the Renaissance Zone Development Plan Specific goals: A1, A2, A3, A6, A7, B1, B2, B3, D1, D2, D3, E1, E2, E3, E4, F1, F2, F3, F5 and G4	20	20
2	New business, expanding business or continuation of lease	10	10
3	Within building rehabilitated as an approved Zone project or investment of at least \$30 per square foot in improvements	10	10
Subtotal		40	40
PROJECT REVIEW GUIDELINES - REQUIRED:			
1	High Priority Land Use <ul style="list-style-type: none"> Primary sector business Active commercial, specialty retail and/or destination commercial Mixed use development Residential units, including single or multi-family units 	15	15
2	Capital Investment <ul style="list-style-type: none"> Consideration for level of capital investment (either by owner or lessee) 	15	15
3	Targeted Area <ul style="list-style-type: none"> Parcels that have been vacant or underutilized for an extended period Parcels specifically targeted for clearance 	15	15
4	Relocation (vs. New or Expanding Business) <ul style="list-style-type: none"> Relocation from within the downtown area (may not be eligible) Relocation from a community outside Bismarck area (may not be eligible) Maintaining existing business in the downtown area or expanding business 	15	15
Subtotal		60	60
TOTAL		100	100
PROJECT REVIEW GUIDELINES – OPTIONAL:			
1	Public Space/Design <ul style="list-style-type: none"> Incorporation of civic or public spaces Demonstrated commitment to strengthen pedestrian connections Attention to streetscape amenities and landscaping Attention to design and visual appearance 	10	0
2	Historic Preservation and Renovation <ul style="list-style-type: none"> Within the downtown historic district Contributing or non-contributing Historic preservation component 	10	0
Additional Optional Points		20	100
TOTAL		120	100

124 North 4th Street - Lease of Space



City of Bismarck - Community Development Department - Planning Division

This map is for representational use only and does not represent a survey. No liability is assumed as to the accuracy of the data delineated hereon.

0 250 500 1,000
Feet
February 2015





NodMor, LLC

Juniper Building Renovation

Bismarck, North Dakota

Contract Documents

April 29, 2014

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VICINITY MAP

SET #

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E300 Base Bid Power Plans
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E600 Symbols Legend & Riser Diagrams

NodMor LLC
315 East Broadway Avenue
Bismarck, ND 58501



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Contract Documents

ELECTRICAL

MECHANICAL

STRUCTURAL

ARCHITECT

OWNER



600 SOUTH SECOND STREET
BISMARCK, ND 58504
CONTACT: WES GULLICKS, PE
PHONE: (701) 323-3950



619 RIVERWOOD DRIVE, SUITE 205
BISMARCK, ND 58504
CONTACT: RANDY AXVIG, PE
PHONE: (701) 258-3493



1000 EAST CALGARY AVENUE, SUITE 2
BISMARCK, ND 58503
CONTACT: CHRIS WENTZ, PE
PHONE: (701) 221-3286



405 EAST SWEET AVENUE
BISMARCK, ND 58504
CONTACT: JAMES DEVINE, AIA, LEED AP
PHONE: (701) 255-1822

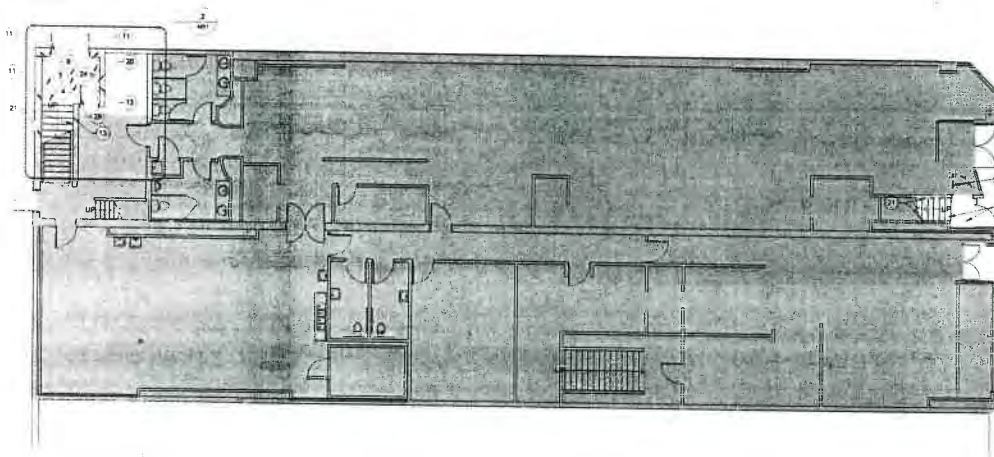


NodMor LLC
1111 WEST HIGHLAND ACRES ROAD
BISMARCK, ND 58501
CONTACT: BETH NODLAND
PHONE: (701) 527-7022

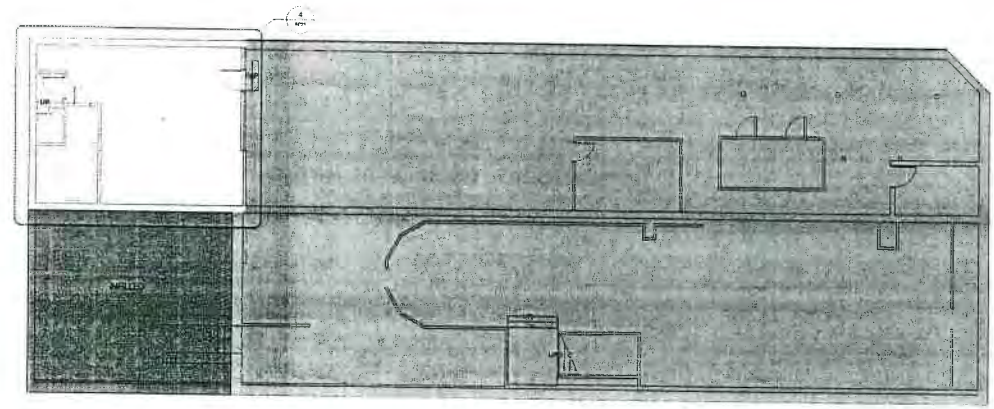
NodMor, LLC Juniper Building Renovation

J2 Studio Project #: J21342

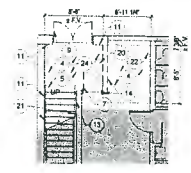
April 29, 2014



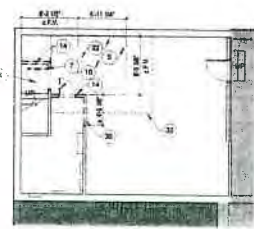
1 First Floor Demolition Plan
Scale: 1/8" = 1'-0"



3 Basement Demolition Plan
Scale: 1/8" = 1'-0"



2 Partial First Floor Demolition Plan
(Alternate Bid #1)
Scale: 1/8" = 1'-0"



4 Partial Basement Demolition Plan
(Alternate Bid #1)
Scale: 1/8" = 1'-0"

- GENERAL DEMOLITION NOTES:**
1. GENERAL CONTRACTOR TO FIELD VERIFY ALL CONDITIONS PRIOR TO DEMOLITION. GENERAL CONTRACTOR SHALL NOTIFY ARCHITECT IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
 2. OPERATE WITH THE OWNER AND INSURE ALL EQUIPMENT OF SERVICE. VERIFY LOCATION OF EACH SERVICE WITH THE EXISTING BUILDING AS TO MINIMIZE THE DISRUPTION OF SERVICE.
 3. USE TOXICITY AND AEROSOL WEATHER TOXIC EXPOSURE AT THE EXTERIOR OF THE BUILDING THROUGHOUT THE DEMOLITION AND CONSTRUCTION PORTION OF THE PROJECT.
 4. REMOVE ALL EXISTING MATERIALS. ALL MATERIALS REQUIRED TO EXECUTE DEMOLITION AND CONSTRUCTION OF THE PROJECT.
 5. REMOVE ALL DEMOLITION MATERIALS FROM THE SITE. UNLESS NOTED OTHERWISE, THE OWNER RESERVES THE RIGHT TO AVOID ANY MATERIALS.
 6. PROVIDE PROTECTION FOR ALL EXISTING BUILDING MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO ANY DEMOLITION OR CONSTRUCTION. REMOVE EXISTING MATERIALS UNDER THE CONTRACT.
 7. REPAIR OR REPLACE ANY WALL, FLOOR, OR EQUIPMENT DAMAGED FROM DEMOLITION OR CONSTRUCTION. REPAIRS MATCH EXISTING FINISH OR CONDITION.
 8. VERIFY AND MAINTAIN THE LOCATION OF EXISTING POWER, COMMUNICATION, AND DATA CABLES SO AS NOT TO INADVERTENTLY INTERRUPT THE FUNCTION OF THESE SERVICES.
 9. PATCH ALL FLOOR AND CEILING PENETRATIONS RESULTING FROM REMOVAL OF EXISTING MATERIALS. PATCHES SHALL BE FINISHED TO MATCH EXISTING FINISHES. PATCHES SHALL BE REQUIRED TO MATCH EXISTING FINISHES. PATCHES SHALL BE REQUIRED TO MATCH EXISTING FINISHES. PATCHES SHALL BE REQUIRED TO MATCH EXISTING FINISHES.
 10. CAP ALL DISCONNECTED MECHANICAL, PLUMBING, ELECTRICAL, AND OTHER SERVICES. PATCH ALL AS REQUIRED TO MATCH EXISTING FINISHES.
 11. SEE PLUMBING, MECHANICAL, AND ELECTRICAL DRAWINGS AND NOTES FOR FURTHER REQUIREMENTS AND RECORD OF WORK.
 12. WHERE REMOVAL OF MATERIAL OR EQUIPMENT WOULD INTERRUPT ELECTRICAL OR PLUMBING SERVICE TO OTHER REMAINING EQUIPMENT, THE CONTRACTOR SHALL EXTEND SUCH SERVICE TO THE REMAINING EQUIPMENT AND EQUIPMENT TO MAINTAIN THE LOCATION.
 13. E.G. TO PATCH ALL FLOORING EXPOSED WITH DEMOLITION AND CONSTRUCTION ACTIVITIES.

- SPECIFIC DEMOLITION NOTES:**
1. REMOVE EXISTING CARPET & ANY ADDITIONAL FLOORING LAYERS IF PRESENT. PREP FLOOR FOR NEW FINISH. FILL ALL LAYERS OF UNLESSON TO BE REMOVED IN BID. REMOVE CARPETING MAINTAINED IF MORE THAN 1/4" IN THICKNESS.
 2. REMOVE EXISTING VCT & FLOOR BASE TO EXTENTS SHOWN. PREP FLOOR FOR NEW FINISH.
 3. REMOVE EXISTING GYPSON BOARD & PLASTER IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
 4. REMOVE EXISTING PLASTER CEILING & ADJOINING JOIST SYSTEM.
 5. REMOVE EXISTING ACQUANTILE TILE CEILING SYSTEM IN ITS ENTIRETY.
 6. REMOVE EXISTING WINDOW & FRAME IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
 7. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. COORDINATE WITH OWNER FOR DISPOSAL OF HARDWARE.
 8. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. RETAIN HARDWARE FOR INSTALLATION ON NEW DOOR.
 9. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. RETAIN HARDWARE FOR INSTALLATION ON NEW DOOR.
 10. REMOVE AND RETAIN EXISTING HOLLOW METAL DOOR & FRAME IN ITS ENTIRETY. REINSTALL WITH EXISTING HARDWARE.
 11. REMOVE EXISTING WOOD PANELING, LATH & PLASTER IN AREA BEHIND TO EXPOSE EXISTING BRICK OR CONCRETE WALL.
 12. REMOVE EXISTING WOOD PANELING & PLASTER FINISH BEHIND TO EXPOSE EXISTING BRICK WALL.
 13. REMOVE EXISTING WOOD PANELING & PLASTER FINISH BEHIND TO EXPOSE EXISTING BRICK WALL.
 14. REMOVE EXISTING INTERIOR STUD FRAME WALL IN ITS ENTIRETY.
 15. REMOVE EXISTING CONCRETE WALL TO EXTENTS SHOWN. REFER TO STRUCTURAL.
 16. REMOVE WALL IN FUTURE WALL DITCH TO HEIGHT OF 8' AFF TO BE USED FOR SOFFIT. REFER TO REFLECTED SECTION PLAN.
 17. REMOVE WALL TO HEIGHT OF 11' AFF TO BE USED FOR SOFFIT.
 18. REMOVE EXISTING PICTURE RAIL & ROUTING PLUMBING AS NEEDED FOR NEW PICTURE. REFER TO MECHANICAL.
 19. REMOVE EXISTING CROWN MOULD IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
 20. REMOVE EXISTING BOARD, REMOVE & RETAIN FOR REINSTALLATION. COORDINATE LOCATION OF INSTALLATION WITH OWNER.
 21. REMOVE EXISTING WALL IN ITS ENTIRETY. RETAIN WOOD CASING BETWEEN EXISTING STUD FRAME WALL WITH TRIM. SEE FINISH TRIM PROFILE.
 22. REMOVE FLOOR & CEILING STRUCTURES TO EXTENTS INDICATED FOR EXISTING UNIT ENCLOSURE. ALL BID BY REFER TO STRUCTURAL.
 23. REPAIR EXISTING WINDOWS. CLEAN FINISHES, PAINT AND REPLACE GLAZING.
 24. REMOVE EXISTING TILE FLOORING. PREP FLOOR FOR NEW FINISH.
 25. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
 26. REMOVE EXISTING GYPSON, PLASTER AND PLASTER BEHIND TO EXPOSE CONCRETE WALL.
 27. EXISTING GYPSON TO REMAIN IN PLACE.
 28. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. COORDINATE WITH OWNER FOR DISPOSAL OF HARDWARE. RETAIN OPENING LATH & NEW WALL STRUCTURE TO MATCH EXISTING. PATCH FINISH ON EXISTING SIDE TO MATCH EXISTING TOILET FINISH.
 29. REMOVE EXISTING DOOR LATCH & REPLACE PER OWNER SPECIFICATIONS.
 30. REMOVE EXISTING INTERIOR STUD FRAME WALL TO EXTENTS SHOWN.
 31. REMOVE CARPETED FLOOR. PREP TO RECEIVE NEW FLOOR.
 32. REMOVE EXISTING CONCRETE SLAB TO EXTENTS NECESSARY FOR NEW FOUNDATION WALLS & FOOTINGS AT NEW ELEVATION LOCATION. SEE STRUCTURAL. (A) 7 88 91
 33. REMOVE WALL IN FUTURE WALL DITCH TO HEIGHT OF 8' AFF TO BE USED FOR SOFFIT. REFER TO REFLECTED SECTION PLAN.
 34. REMOVE EXISTING GYPSON BOARD & PLASTER FINISH BEHIND TO EXPOSE LATH & PLASTER CONSTRUCTION.

REVISIONS

NO.	DATE	DESCRIPTION

Contract Documents

April 26, 2014
J2 Project No. J21342

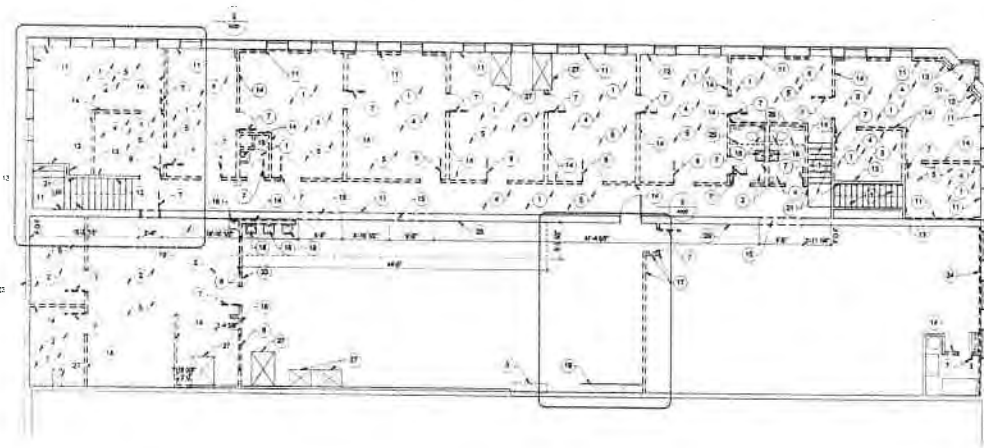
NodMor, LLC
Juniper Building Renovation
Bismarck, North Dakota

J2 studio
architecture + design, pc
455 East Swed Avenue
Bismarck, ND 58504
(701) 256-1622

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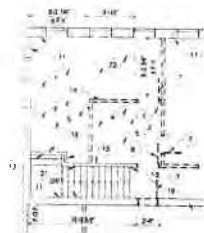
First Floor & Basement Demolition Plans

A001



1 Second Floor Demolition Plan

Scale 1/8" = 1'-0"



2 Partial Second Floor Demolition Plan
(Alternate Bid #1)

Scale 1/8" = 1'-0"



3 Partial Second Floor Demolition Plan
(Alternate Bid #2)

Scale 1/8" = 1'-0"

GENERAL DEMOLITION NOTES:

1. GENERAL CONTRACTOR TO PRELIMINARILY VERIFY ALL CONDITIONS PRIOR TO DEMOLITION. GENERAL CONTRACTOR SHALL NOTIFY ARCHITECT/ENGINEER IMMEDIATELY IF ANY DISCREPANCIES ARE FOUND.
2. COORDINATE WITH THE OWNER AND PRELIMINARY SURVEYOR TO VERIFY EXISTING CONDITIONS AND THE LOCATION OF ALL UTILITIES AND STRUCTURAL ELEMENTS.
3. D.C. TO MAINTAIN A SECURE, WEATHER-TIGHT ENCLOSURE AT THE EXTERIOR OF THE EXISTING BUILDING THROUGHOUT THE DEMOLITION AND CONSTRUCTION PHASES OF THE PROJECT.
4. REMOVE ALL EXISTING MATERIALS INCLUDING BUT NOT LIMITED TO CONCRETE, MASONRY, METAL, WOOD, PLASTER, GYPSONUM, AND OTHERS.
5. REMOVE ALL EXISTING MATERIALS FROM THE SITE, UNLESS NOTED OTHERWISE. THE OWNER RESERVES THE RIGHT TO SALVAGE ANY MATERIALS.
6. PROVIDE PROTECTION FROM ALL EXISTING BUILDING MATERIALS AND EQUIPMENT FROM DAMAGE DUE TO ANY DEMOLITION OR CONSTRUCTION RELATED INCIDENTS PERMITTED UNDER THIS CONTRACT.
7. REMOVE OR REPLACE ANY WALLS, FLOORS OR EQUIPMENT DAMAGE FROM DEMOLITION OR CONSTRUCTION ACTIVITIES, MATCH EXISTING FINISHES AND CONDITIONS.
8. VERIFY AND MAINTAIN THE LOCATION OF EXISTING POWER, COMMUNICATION, AND DATA CABLES AND DO NOT TO INADVERTENTLY INTERRUPT THE CONTINUITY OF THEIR SERVICE.
9. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
10. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
11. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
12. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
13. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
14. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
15. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
16. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
17. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
18. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
19. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
20. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
21. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
22. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
23. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
24. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
25. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
26. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
27. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
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33. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.
34. PATCH ALL FLOOR AND CEILING FINISHES TO MATCH THE FINISHES OF THE EXISTING BUILDING. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES. PATCHES SHALL BE TO MATCH THE EXISTING FINISHES.

SPECIFIC DEMOLITION NOTES:

1. REMOVE EXISTING CARPET & ANY ADDITIONAL FLOORING LAYERS IN PREPARED PREP FLOOR FOR NEW FLOOR. INCLUDE: 1/2" LATH & 1/2" GYPSUM BOARD TO BE REMOVED IN BID. NOTIFY ARCHITECT IMMEDIATELY IF MORE THAN 1/2" LATH IS FOUND.
2. REMOVE EXISTING VET & FLOOR BASE TO EXTERIOR SHOWING PREP FLOOR FOR NEW FLOOR.
3. REMOVE EXISTING FLOOR ELEMENT FOR POSSIBLE REMOVAL. COORDINATE POSSIBLE REMOVAL WITH ARCHITECT. DO NOT INCLUDE REMOVAL IN BID. COST WILL BE DETERMINED DURING CONSTRUCTION.
4. REMOVE EXISTING PLASTER CEILING & ADJOINING JOIST SYSTEM.
5. REMOVE EXISTING ACoustical TILE CEILING SYSTEM IN ITS ENTIRETY.
6. REMOVE EXISTING WINDOW & FRAME IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
7. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
8. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
9. REMOVE EXISTING DOOR & FRAME IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
10. REMOVE EXISTING HOLLOW METAL DOOR & FRAME IN ITS ENTIRETY. REPAIR WITH EXISTING HARDWARE.
11. REMOVE EXISTING HOLLOW METAL DOOR & FRAME IN ITS ENTIRETY. REPAIR WITH EXISTING HARDWARE.
12. REMOVE EXISTING VINYL WALL FABRIC & PLASTER FINISH BEHIND TO EXPOSE EXISTING BRICK OR CONCRETE WALL.
13. REMOVE EXISTING VINYL WALL FABRIC & PLASTER FINISH BEHIND TO EXPOSE EXISTING BRICK WALL.
14. REMOVE EXISTING CONCRETE STUCCO FRAME WALL IN ITS ENTIRETY.
15. REMOVE EXISTING CONCRETE WALL TO EXTERIOR SHOWING PREP FLOOR FOR NEW FLOOR.
16. REMOVE WALL IN FUTURE HALL TO EXTERIOR OF 1/2" LATH & 1/2" GYPSUM BOARD TO BE REMOVED IN BID. REFER TO REFLECTED CEILING PLAN.
17. REMOVE WALL TO HEIGHT OF 11'4" AFF TO BE LATH & 1/2" GYPSUM BOARD TO BE REMOVED IN BID. REFER TO REFLECTED CEILING PLAN.
18. REMOVE EXISTING FUTURE CARP & RECURVE PLUMBING AS NEEDED FOR NEW FUTURE. REFER TO MECHANICAL.
19. REMOVE EXISTING CASHMERE HITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
20. DIRECTORY BOARD REMOVE & RETAIN FOR REINSTALLATION. COORDINATE LOCATION OF REINSTALLATION WITH OWNER.
21. REMOVE EXISTING WALLS IN ITS ENTIRETY. REPAIR ANY GYP WITH EXISTING SPRINGER AND WALL WITH FINISH. REPAIR WITH FINISH. REPAIR WITH FINISH.
22. REMOVE EXISTING FLOOR & CEILING FINISHES TO EXPOSE EXISTING BRICK OR CONCRETE WALL. REFER TO REFLECTED CEILING PLAN.
23. REMOVE EXISTING WINDOW & FRAME IN ITS ENTIRETY. COORDINATE DISPOSAL WITH OWNER.
24. REMOVE EXISTING TILE FLOORING PREP FLOOR FOR NEW FLOOR.
25. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
26. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
27. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
28. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
29. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
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31. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
32. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
33. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.
34. REMOVE EXISTING TOILET PARTITIONS AND DISPOSE OF PROPERLY.

REVISIONS
DATE DESCRIPTION

Contract Documents

April 29, 2014
J2 Project No. J21342



NodMor, LLC
Juniper Building Renovation
Bismarck, North Dakota



Second Floor
Demolition
Plans

A002



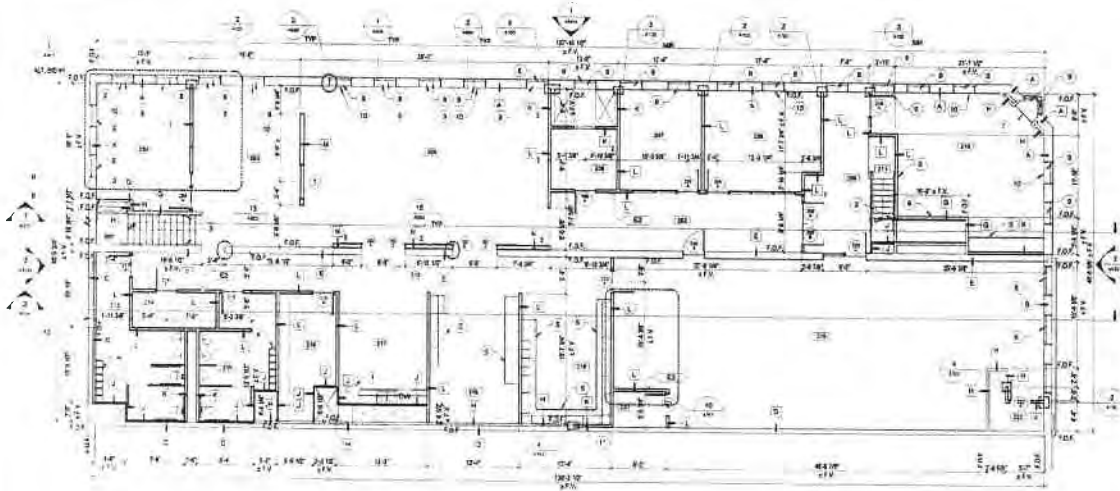
SPECIFIC PLAN NOTES:

1. REFRIGERATOR OWNER FURNISH & OWNER INSTALLED.
2. LAIR: OWNER FURNISHES & CONTRACTOR INSTALLED.
3. NEW MATERIAL TO BE COMPLIANT WITH ALL APPLICABLE CODES. SEE DETAILS ON SHEET #A1.
4. LOCATIONS & DOUBLE-TOP STUDS TO BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE 2015 IRC IN CHLORIDE AREA. CONTRACTOR TO PROVIDE CLIPS TO BE USED TO ATTACH TO OWNER FOR CLIP SELECTION.
5. CASEWORK TO BE INCLUDED IN ALTERNATE BIDS. SEE CASEWORK REQUIREMENTS FOR REFERENCE.
6. INSTALL 2" THICK OF INSULATION OVER TOP OF 4" X 8" STUDS. INSULATION TO BE UNFACED FIBERGLASS INSULATION. SUBMITTANCE REQUIRED OF BIDDING WITH OWNER BIDDING.
7. PROVIDE 1/2" MINIMUM SLOPE PER DETAIL #A10.
8. REPLACE SUBMITTAL #1 OF SLIDING IN DOOR.
9. CURTAIN RODS AND HOOKS FINISHED FLUSH TO ADJUSTED BRACK & HOOKS TO BE INSTALLED FOR NEW PANEL.
10. PANEL CATCHES LEFT FROM DEMONSTRATION. DISMOUNT PANELS WITH SCREW DRIVERS AND GENTLY REMOVE TO BE FLUSH WITH FLOORING. CONDUCTOR TO DETAIL #A11.
11. SUTURE CANNIST MADE TO BE LEVELLED & SLOPED FLOOR CONDITION.
12. RETURNING EXISTING WINDOW. CLEAN/PAINT/REPAIR PANES AND REPLACE GLASS.

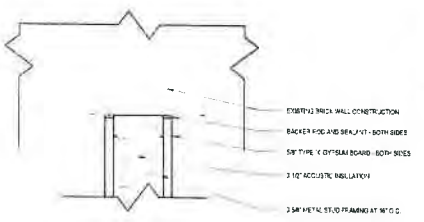
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EQUIPMENT SCHEDULE				
NO.	DESCRIPTION	MANUFACTURER	MODEL	NOTES
01	FIRE EXTINGUISHER	JL INDUSTRIES	COSMIC 10E	PROVIDE WALL MOUNTED IN KITCHEN WAREHOUSE COORDINATE WITH LOCATION OF OTHERS
02	FIRE EXTINGUISHER	JL INDUSTRIES	COSMIC 1E	COMBOPULVER SERIES, MODEL 10ST WITH R- EDGE NO. TWO CLEAR ANCHORED ALUM. VHS

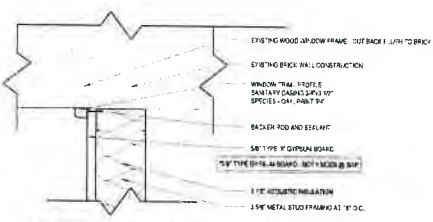
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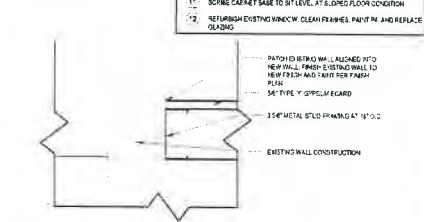
Second Floor Renovation Plan
Scale: 1/8" = 1'-0"



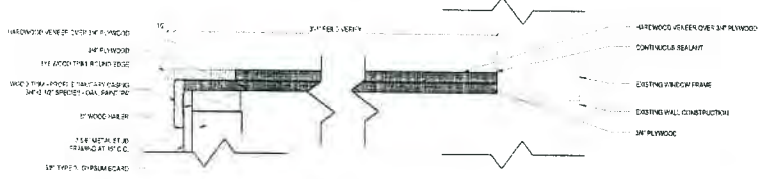
2 Wall Detail at Exposed Brick
Scale: 3/4" = 1'-0"



3 Wall Detail at Window Frame
Scale: 3/4" = 1'-0"



4 Wall Detail at Existing (Typ)
Scale: 3/4" = 1'-0"



5 Window Sill at Conference 210
Scale: 3/4" = 1'-0"

GENERAL PLAN NOTES:

1. GENERAL CONTRACTOR TO COORDINATE CONSTRUCTION ACTIVITIES WITH OWNER.
2. GENERAL CONTRACTOR TO PROVIDE ALL CONSTRUCTION PERMITS TO COMMENCEMENT OF WORK.
3. GENERAL CONTRACTOR TO COORDINATE ALL UTILITIES PRIOR TO INSTALLATION.
4. ALL WORK SHALL MEET ALL APPLICABLE BUILDING CODES AND REQUIREMENTS.
5. REPAIR OR REPLACE ANY WALLS, FLOORS OR CEILING DAMAGED FROM DEMOLITION OR CONSTRUCTION ACTIVITIES. MATCH EXISTING FINISH OR ELEVATION.

SPECIFIC PLAN NOTES:

1. REPAIR/REPLACE OWNER'S FURNISHED & OWNER INSTALLED.
2. ALL WORK TO BE COMPLETED BY CONTRACTOR INSTALLED.
3. NEW MATERIALS TO BE COMPLIANT WITH ALL APPLICABLE CODES. SEE DETAILS ON SHEET 401.
4. EXISTING WOOD FLOOR (1 1/2" x 12" x 12" COMPARATIVE) IS IN FINE CONDITION. IF DAMAGED, CONTRACTOR TO REPAIR OR REPLACE. SEE DETAIL 401 FOR COLOR SELECTION.
5. CASEWORK TO BE INCLUDED IN ALTERNATE BID NO. SEE CASEWORK ELEVATIONS FOR REFERENCE.
6. INSTALL CEILING OF BRICK TYPE BRICK ON TOP OF 4" x 8" x 16" BRICK. CENTERED ON LENGTH OF WALL. FOR OWNER-INSTALLED WALL AND FLOOR. FOLLOWING: CONCRETE FLOOR OF BRICK WITH OWNER-INSTALLED EQUIPMENT.
7. PROVIDE NEW WINDOW SILL PER DETAIL 401.
8. REPLACE EXISTING PANEL OF GLAZING IN WINDOW.
9. CUT BACK EXISTING WINDOW FRAME FLUSH TO ADJACENT BRICK. SAND AND REPAIR FOR NEW WINDOW FRAME.
10. WALL CAVITY LEFT FROM MECHANICAL EQUIPMENT REMOVAL WITH METAL STUDS AND GYPSUM BOARD TO FINISH FLUSH WITH ADJACENT BRICK PARTITION.
11. SOME CASEWORK SAME TO BE LEVEL AT FLOOR FLOOR CONDITION.
12. REPAIR/REPLACE EXISTING WINDOW CLEANER. PAINT IN AND REPLACE GLAZING.

ROOM LEGEND	
201	OFFICE
202	HALL
203	RESTROOM
204	LOBBY
205	LOBBY
206	LOBBY
207	LOBBY
208	LOBBY
209	LOBBY
210	LOBBY
211	LOBBY
212	LOBBY
213	LOBBY
214	LOBBY
215	LOBBY
216	LOBBY
217	LOBBY
218	LOBBY
219	LOBBY
220	LOBBY
221	LOBBY
222	LOBBY

LEGEND	
1	DOOR
2	DOOR
3	DOOR
4	DOOR
5	DOOR
6	DOOR
7	DOOR
8	DOOR
9	DOOR
10	DOOR
11	DOOR
12	DOOR
13	DOOR
14	DOOR
15	DOOR
16	DOOR
17	DOOR
18	DOOR
19	DOOR
20	DOOR
21	DOOR
22	DOOR
23	DOOR
24	DOOR
25	DOOR
26	DOOR
27	DOOR
28	DOOR
29	DOOR
30	DOOR
31	DOOR
32	DOOR

WALL TYPE SCHEDULE

TYPE	STYLE	PLAN VIEW
A	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
B	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
C	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
D	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
E	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
F	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
G	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
H	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
I	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
J	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
K	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
L	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
M	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
N	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
O	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
P	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
Q	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
R	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
S	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
T	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
U	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
V	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
W	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
X	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
Y	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR
Z	EXISTING EXTERIOR BRICK CONSTRUCTION	CONV. EXTERIOR

WALL TYPE NOTES

1. WALLS TO REMAIN SATISFACTORY AS NOTED ABOVE.
2. EXTERIOR WALL ASSEMBLY TO BE AS NOTED ABOVE.

EQUIPMENT SCHEDULE

NO.	DESCRIPTION	MANUFACTURER	MODEL	NOTES
1	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
2	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
3	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
4	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
5	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
6	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
7	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
8	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
9	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
10	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
11	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
12	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
13	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
14	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
15	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
16	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
17	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
18	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
19	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
20	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
21	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
22	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
23	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
24	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
25	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
26	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
27	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
28	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
29	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
30	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
31	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET
32	EXTERIOR LIGHT	JL INDUSTRIES	1000	1000WATT WALL MOUNTED BRACKET

REVISIONS

DATE: 04/29/2014

BY: J2

Contract Documents

April 29, 2014

J2 Project No. J2-142

NodMor, LLC
Juniper Building Renovation
 Bismarck, North Dakota

J2 studio
 425 East 14th Avenue
 Bismarck, ND 58101
 (701) 255-1822

Second Floor
 Renovation
 Plan & Details

A102



January 30, 2015

Renaissance Zone Authority
c/o Bismarck Planning Department
221 N. 5th Street
Bismarck, ND 58501

Re: Renaissance Zone Application for Juniper, LLC, for 120 - 124 N. 4th Street, Bismarck, ND

Dear Members of the Renaissance Zone Authority,

Juniper, LLC, is pleased to provide the following information in support of our application for Renaissance Zone approval for our renovation and lease project at 120 - 124 N. 4th Street, in the Downtown Core Zoning District of Bismarck, ND.

Project Description

Juniper, LLC, is a limited liability corporation formed by Beth Nodland 2007, and joined by John G. Morrison in 2009, that provides environmental and archaeological consulting services that will operate from commercial space renovated and leased inside the building at 120 - 124 N., 4th Street, Bismarck, ND. Juniper will lease space from the building's new owner NodMor, LLC, to whom the Renaissance Zone Authority transferred, effective February 12, 2014, residual tax exemptions 55-B, from TFRE, LLC, the former building owner.

Juniper's Interest in Participating in Renaissance Zone Program

Juniper is interested in investing in this Zone project for the purposes of the financial incentives, and to further the goals of the City's of revitalizing and redeveloping the core of the community. We share a commitment to the renovation of historic building in Downtown Bismarck, and to the preservation of the historic character. We are committed to providing a great space to expand and create jobs that keep the downtown a vibrant, and desirable place to work.

Lease Rehab Project (Juniper, LLC)

The rehab project includes substantial rehabilitation of long-time vacant, second-story downtown space above, with lesser rehab below, that has occupied storefront space (Toasted Frog and Sweet Treats.) The second and basement floors have sat as un-renovated "cold shell" for quite some time. The upper floor of the building has been vacant or minimally used and formally characterized as "attic" storage space, since roughly 2010.

It is Juniper's intent to make major improvements to the building, (meeting or exceeding the 30% reinvestment level required) and to lease it from its owner, NodMor. Capital improvements to the building will ultimately also include the renovation of the building's exterior, including replacement or repair improvements to the façade(s) and windows.

The building's interior needs substantial rehabilitation and new construction including: structural, electrical, mechanical, and plumbing systems (detailed below and on application and in site plans.) Walls are currently raw concrete, concrete block, masonry, and plaster and will need demo, covering, and/or exposure. The end result will be the build out of Juniper's Class A office space from a deteriorating, cold shell space. The lease project also includes the new fire suppression systems throughout the entire structure where none previously existed, and adds ADA compliant entrances, bathrooms, and an elevator.

The estimated cost of the rehab project is \$1,233,000.00.

We have attached documentation of the project costs to date from the contractors and design team. We anticipate an additional \$175,000 of forthcoming costs for the project, as a result of anticipated change orders and other renovation contracts.

Property Information

The building was built in 1907 by Rhud Construction for a partnership of two, separate adjoining lot owners, long time Bismarck attorney John Philbrick and retailer Mollie Eppinger, with the intent of leasing the first floor to the A.W. Lucas company. The building was designed by Arthur W. Van Horn, one of the founders of the future Van Horn and Ritterbush Brother's architectural firm. The second floor was originally constructed as "office apartments" and were leased to attorneys, doctors, and others for many years. The last use of the second story was by the R-D Hairstyling Collage Inc. Since 2010 the space has been unleased.

On the remainder of City Block 50, Original Plat, are numerous other structures used for office and retail, and the larger Parking Authority's Third & Main Parking Garage. The existing structure to the south, at street level on Fourth Street, is occupied by the Centennial Office Plaza. The existing structure to the west, at streetfront level on Broadway Avenue, is Deborah Kate's Photography. The future Juniper site is a corner building at Broadway and Fourth Streets. Opposite are the Cowen Building, Wells Fargo Bank, and Impact Gallery with KFYR above.

Detailed Description of Lease Rehab Project Improvements

Proposed floor plans of the rehab project are attached, along with photographs of the interior and elevations of the building. Work to be performed under the rehab project will include the following:

- Demo and removal of existing partitions and finishes on the 2nd floor space, stairwells, and partially in the basement.
- Repairs as needed to the roof membrane, roof access, skylights, gutters, building entryways, and the remainder of the building envelope. Infilling of firewall holes.

- Structural reinforcement of the roof support system, new diaphragm of the 2nd story's flooring, repair of broken windows.
- Providing ADA accessibility to the Juniper entrance on Broadway, to second floor restrooms, and to the second floor and basement via a new elevator system.
- Installation of all new electrical wiring, plumbing supply and drains, and mechanical systems to the Juniper space.
- New heating, air conditioning, and ventilation (HVAC) systems.
- New partitions, ceilings, and insulation throughout space.
- Build out and furnishing of fixtures and finishings for offices, reception area, conference room, laboratory, bathrooms, storage rooms, break-rooms, utility rooms, and secured storage, including wall and floor coverings.
- New lighting fixtures and safety lighting and alarms throughout
- Security system and telecommunications and audiovisual systems

Lease Rehab Project Sq. Ft. Cost Estimate

Cost estimates for the rehab project is estimated to be \$1,233,000. This equals \$176 per square foot of leased space, based on the rentable square footage of 7000 sq. ft.

Renaissance Zone Goals and Objectives

We believe that the project meets or exceeds the following goals and objectives established by the Bismarck Renaissance Zone Authority:

“A. Establish the Renaissance Zone as the Center of Business/Cultural Opportunity”

The project maintains the Zone as a mixed-use area accommodating office/service functions. The project investment promotes continued support for redevelopment activities in the Zone. The project intends to offer a community-available meeting room overlooking the corner of 4th and Broadway, which meets the needs of varied age, interest, and socioeconomic groups during the day and evenings year-round which will serve to function as a cultural facility. The project is designed consistent and complimentary in creation and identity with design standards and provisions of the Downtown Core (DC) district of the Zone.

“B. Promote the Renaissance Zone as the Preferred Location for Class A Office Use”

The high-end improvements to the vacant building space bring further Class A Office investment and improvement to the neighborhood. The project provides an elevator that services vacant second floor space that will add accessible, unique Class A Office space in an historic structure in downtown Bismarck. Further, the design incorporates existing historic building components as design features and as focal points that are set out and highlighted by new construction. It will strongly reinforce the benefit of the Renaissance Zone program serving as a catalyst for young, unique businesses poised for growth within the Zone. The project encourages and enhances the viability of Juniper, LLC.

“D. Arrange Compatible Land Uses in Compact and Orderly Ways to Enhance the Functions of the Renaissance Zone”

The service/office function of the project conforms to and is compatible with land use functions of the Downtown Core (DC) district of the Renaissance Zone. Further, the project's high quality design reinforces the compatibility of district's Class A Office office/service land use objectives and goals.

“E. Encourage a Zone that Upholds Bismarck's Heritage as well as Recognizes and Takes Advantage of Its Pattern of Development”

The project engages public and private financing of improvements. The project is partially financed through the North Dakota Opportunity Fund and the SBA 504 loan program. The project approach is adaptive re-use in nature and serves to incentivize preservation and further exterior renovation that is historically significant. Juniper has researched and will highlight the history of the building throughout the space. The intent of the building owner is to make façade improvements that will directly address, historically, the façade on Fourth Street. The interior renovation celebrates the profound heritage of the building itself. The project also serves to preserves the rhythm, scale and mass as well as the circulation network within the Zone.

“F. Achieve High Quality in the Design and Appearance of the Renaissance Zone to enhance the functions of the Renaissance Zone...”

The rehab project is being professionally designed by J2 Studios (architect) to insure that the appearance and functionality of the building are of high quality. This project will reinforce positive aspects of Bismarck's history and architecture. Juniper is deeply invested in the Central Business District Plan, Comprehensive Plan, Renaissance Zone Development Plan, Historic Architectural Inventory and Evaluation for Downtown Bismarck, ND, DC and DF Zoning Regulations, which is why Juniper is investing downtown, rather than in construction of a new facility on the edge of town. Juniper is interested in participating in the City's plan for Downtown Streetscape and public art to contribute to Bismarck's unique character and sense of place.

Timetable

The project has been initiated and we anticipate the work will reach substantial completion in April of 2015.

Estimated Tax Benefit

The lease project income tax benefit to Juniper LLC is estimated to be \$5,000 per year for five years, or \$25,000 total.

Conclusion

Juniper's lease renovation project will make much needed improvements to a substantial portion of a deteriorating building in Downtown Bismarck. This project will work to insure the future viability of a growing business, Juniper, inside the Renaissance Zone district. An attractive and functional office component, along with an enthusiastic new owner, will attract other

improvements to the neighborhood, and encourage other historic renovations in Downtown Bismarck. The project will also result in expanded investment, increased property values, increased economic activity, and the creation of new jobs in the Renaissance Zone.

We appreciate your consideration of the proposed project for the Renaissance Zone program and we ask for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Beth Nodland", written in a cursive style.

Beth Nodland
President
Juniper, LLC



Community Development Department

MEMORANDUM

TO: Board of City Commissioners

FROM: Carl D. Hokenstad, AICP *CDH*
Director of Community Development

DATE: February 18, 2015

RE: City Footprint Reduction Initiatives

Please find this memorandum as background information on possible initiatives to address the size of Bismarck's footprint as the City continues to grow and expand.

A committee of City staff members from Administration, Community Development, Engineering and Public Works (Carl Hokenstad, Mel Bullinger, Mark Berg, Keith Hunke, Bill Wocken, Jeff Heintz and Keith Demke) led by Mayor Seminary held several meetings beginning in early October of 2014 to discuss ideas on facilitating the continued growth of Bismarck through more compact and efficient growth patterns.

In the period 1960-2010, the City's population grew by 33,602 or 121%. In that same period, the number of persons per square mile within the City declined from 3,255 per square mile to 1,951 per square mile – a 40% decline in density. The total square miles in Bismarck were 8.5 in 1960 and 31.41 in 2010. Assuming the 2010 density figure, 23.5 additional square miles of land, for a total of almost 55, will be needed to accommodate the projected population in 2040. For comparison purposes, the City of St. Paul is 52 square miles in size and the City of Minneapolis is 54 square miles in size.

Following discussion by the committee several concepts were identified by the group, based on recommendations in the Growth Management Plan, to address the rapid growth in the footprint of the City and promote future expansion that is manageable and allows for the cost-effective extension of services:

1. Street width standards – minimum pavement widths are specified in the Zoning Ordinance. Many communities have chosen to reduce required street pavement widths. Reducing these standards can lower the costs of development, while still providing for adequate traffic flow, parking and snow removal. A draft of proposed street width standards is attached for your discussion.



2. Zoning district regulations – various changes to zoning regulations can be considered that would encourage more compact development such as: minimum densities as well as maximum densities in certain districts; increased lot coverage allowances; decreased minimum lot sizes; changes to setbacks; allowing two single family units in the R10 district as well as two family units; etc.
3. Accessory apartments (“Granny Flats”) – many communities allow a secondary living unit on single family lots, either attached or detached. Permitting additional units would allow for greater density and promote infill development in areas of the City that are already fully serviced. Any updates to the Zoning Ordinance to allow accessory apartments would only be recommended after careful consideration of building codes, lot and building sizes, lot coverage, privacy, parking, public input and other factors.
4. Platting to property lines regulations – at the November 25, 2014 meeting of the Board of City Commissioners, Community Development staff was directed to prepare a draft policy and ordinance regarding the dedication of easements and rights-of-way required for orderly development. Staff continues to work on the policy and ordinance that would require a developer to dedicate easements and rights-of-way beyond the edge of a proposed plat, if an entire property is not being platted. Such dedications would be required to the edge of the tract the plat is coming out of or to the edge of the property under common ownership within a specified distance.

Most of the concepts described above would require amendments to the Zoning Ordinance – a three month process that includes two meetings of the Planning Commission (one a public hearing) and two meetings of the Board of City Commissioners (another public hearing).

If the Commission wishes to proceed with further consideration of these concepts, staff will work to refine and prepare specific ordinance/policy language for introduction at the Planning Commission.

I and members of the committee will be at the February 24th City Commission meeting to answer any questions you may have.

Please contact me if you have any questions or comments. I can be reached by phone at 355-1842 or by email at chokenstad@bismarcknd.gov.

ITEM

#6



February 18, 2015

MEMORANDUM

To: Keith Hunke
Assistant City Administrator

From: Mel J. Bullinger, P.E.
City Engineer

A handwritten signature in blue ink, appearing to be "MJB", is written over the name "Mel J. Bullinger, P.E." in the "From:" line.

Re: AGENDA ITEM (SV 15-37)
Request for Authorization to Award Contract

Please schedule the following for consideration by the Board of City Commissioners at its meeting to be held on Tuesday, February 24, 2015, at 5:15 p.m. in the Tom Baker Room.

Roadway Light Feed Point Relocation Project.

Award:

February 24, 2015

MJB/ps

cc: Jeff Heintz, Director of Service Operations
Bill Wocken, City Administrator
Charlie Whitman, City Attorney

Melvin J. Bullinger, P.E., City Engineer

Phone: 701-355-1505 ★ TDD: 711 ★ FAX: 701-222-6593 ★ 221 N. Fifth Street ★ P.O. Box 5503 ★ Bismarck, ND 58506-5503

ITEM

#7

A Suggested policy to regulate parades

This policy is proposed to regulate the manner in which parades on public right-of-way are conducted in the City of Bismarck.

Route

The city will allow parades on and within the public right-of-way on the following route: Leaving the North Dakota Capitol Grounds at 6th Street and Boulevard Avenue traveling south on 6th Street to Avenue A, thence west on Avenue A to 4th Street, thence north on 4th Street to Boulevard Avenue thence east on Boulevard Avenue to the North Dakota Capitol Grounds at 5th Street.

Permit

Any individual or group wishing to sponsor a parade must complete an application for their parade on a form provided by the City of Bismarck. The permit must be filed with the City of Bismarck at least 45 days prior to the event. The application must be accompanied by a written acknowledgement from the State of North Dakota giving its permission to use the capitol grounds for the parade on the chosen date. Also attached shall be proof of general liability insurance coverage for the parade showing the city as an insured and in the amount of \$1,000,000.

Fee

Each parade permit shall be accompanied by a fee of \$1,500. This fee will cover a share of the city's costs incurred in providing policing, signing barricades and materials for the parade.

Signing

The City of Bismarck will furnish, install and take down parade event signage along the route at least 24 hours prior to the parade. The costs of signing are paid by the permit fee. The signs must specify the date and time of the event and must be in place 48 hours in advance

Safety

In the interest of public safety the city will provide barricades for each public vehicular entrance to the parade route in advance of the parade. The parade sponsor will be responsible for the placement of the barricade in the street immediately prior to the event, ensuring the barricade remains in place during the event and moving barricades off the streets immediately after the parade. The city will pick up the barricades following the parade.

Spectator Materials

No unit in any parade may distribute candy, flowers, coupons, flyers or other materials to spectators by throwing or tossing the items at parade spectators. Items may only be distributed by placing them into the hands of spectators at the edge of the public streets.

**No attachment
for Regular
Agenda Item
#8**

No attachment
for Regular
Agenda Item
#9

**No attachment
for Regular
Agenda Item
#10**